

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington DC 20549

APPLICATION AND DECLARATION
UNDER THE
PUBLIC UTILITY HOLDING COMPANY ACT OF 1935

UNITIL CORPORATION
CONCORD ELECTRIC COMPANY
EXETER & HAMPTON ELECTRIC COMPANY
FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
UNITIL POWER CORP.
UNITIL REALTY CORP.
UNITIL RESOURCES, INC.
UNITIL SERVICE CORP.
6 Liberty Lane West
Hampton, New Hampshire 03842

(Name of company filing this statement and
address of principal executive offices)

UNITIL CORPORATION
6 Liberty Lane West
Hampton, New Hampshire 03842

(Name of top registered holding
company parent of each applicant or declarant)

Gail A. Siart
Chief Financial Officer
UNITIL CORPORATION
6 Liberty Lane West
Hampton, New Hampshire 03842

(Name and address of agent for service)

The Commission is requested to mail copies of
all orders, notices and communications to:

William S. Lamb, Esq.
LeBoeuf, Lamb, Greene, and MacRae, L.L.P.
125 West 55th Street
New York, New York 10019 - 5389

ITEM 1. DESCRIPTION OF PROPOSED TRANSACTIONS

Unitil Corporation ("UNITIL"), a New Hampshire corporation and a registered holding company under the Public Utility Holding Company Act of 1935, as amended (the "Act"), and its wholly owned subsidiary companies, Concord Electric Company ("Concord"), Exeter & Hampton Electric Company ("Exeter"), Fitchburg Gas and Electric Light Company ("Fitchburg"), Unitil Power Corp. ("UNITIL Power"), Unitil Realty Corp. ("UNITIL Realty"), Unitil Resources, Inc. ("UNITIL Resources") and Unitil Service Corp. ("UNITIL Service") (the "Subsidiaries" and together with UNITIL the "Applicants") hereby submit this application-declaration on Form U-1 with the Securities and Exchange Commission (the "Commission") for authorization and approval under Sections 6(a) and 7, 9(a), 10 and 12(b) of the Act and Rules 43 and 45 thereunder with respect to the following transactions:

(a) short-term borrowing by UNITIL through June 30, 2000 on a revolving basis under current and proposed unsecured facilities from certain banks up to an aggregate amount of \$25 million for a period of time through June 30, 2000;

(b) short-term borrowings by Fitchburg through June 30, 2000 pursuant to formal or informal credit lines up to \$12,000,000; and

(c) in connection with the continued use of the system money pool ("Money Pool") by the Applicants, pursuant to the Cash Pooling and Loan Agreement ("Pooling Agreement") among UNITIL and the Subsidiaries dated as of February 1, 1985, as amended (attached hereto as Exhibit B-1), (i) for Fitchburg to make loans to the Subsidiaries and incur borrowings from the Applicants, and (ii) for the Applicants to make loans to Fitchburg.

By order dated July 11, 1995 the Applicants are currently authorized to make unsecured short-term borrowings and to operate under the Money Pool, as

more fully described in the joint application-declaration on Form U-1, as amended, in File No. 70-8623, and the Commission's order with respect thereto (HCAR No. 26328). Pursuant to Rule 52, the continued operation of the Money Pool does not require further Commission approval.

Neither UNITIL nor any Subsidiary thereof, except in accordance with the provisions of the Act: (1) has acquired an ownership interest in an exempt wholesale generator ("EWG") or a foreign utility company ("FUCO") as defined in Sections 32 and 33 of the Act; (2) will use the proceeds of the transactions proposed herein to invest in an EWG or FUCO; or (3) now is or as a consequence of the transactions proposed herein will become a party to or has or will as a consequence of the transactions proposed herein have any right under a service, sales, or construction contract with an EWG or FUCO.

ITEM 1. DESCRIPTION OF PROPOSED TRANSACTIONS

A. Bank Borrowing by UNITIL

In this application-declaration, UNITIL seeks to extend the authorization through June 30, 2000 for its short-term bank borrowing arrangements, as described herein.

As of March 31, 1997, UNITIL had three unsecured lines of credit: an \$8,000,000 unsecured line of credit from the Bank of Boston (attached hereto as Exhibit B-2); an \$8,000,000 unsecured line of credit from Fleet Bank - New Hampshire (attached hereto as Exhibit B-3); and a \$2,000,000 unsecured line of credit with State Street Bank and Trust Company (attached hereto as Exhibit B-4).

o The \$8,000,000 unsecured line of credit from the Bank of Boston is available to UNITIL through July 31, 1997. Borrowings will bear an interest rate which at all times shall be the greater of the rate of interest announced publicly by Bank of Boston as the bank's corporate base rate or 50 basis points above the daily federal funds effective rate published by the Federal Reserve Bank of New York. Except in unusual circumstances the bank's corporate base rate would apply. In addition to the line, and for the same period ending July 31, 1997, the Bank of Boston has approved an informal money market lending arrangement for UNITIL. Under this arrangement the Bank of Boston will entertain money market loan requests for minimum amounts of \$500,000 at money market rates fixed for a period of up to 60 days. At no time may the combination of borrowings under the line and money market loans exceed \$8,000,000. In consideration for the availability of the line of credit, the Bank of Boston will charge on a quarterly in arrears basis, a fee in lieu of balances equivalent to 37.5 basis points times the line amount. The line of credit is available subject to the Bank of Boston's continued satisfaction with the financial condition of UNITIL and to no substantive changes in monetary or governmental regulations.

o The \$8,000,000 unsecured line of credit from Fleet Bank is available to UNITIL through July 31, 1997. The interest rate for borrowing under the facility is the lower of rates quoted to UNITIL as: 1) the bank's corporate base rate as established by Fleet from time to time; or the bank's 1 month reserve-adjusted Eurodollar rate plus 30 basis points; or, money market rates that the bank may quote from time to time in its sole discretion. The compensation for extending the facility is an administration fee of \$250.00, plus a fee equal to 25 basis points times the first \$2,000,000 of the line amount, payable quarterly in arrears. This line is available to UNITIL subject to the bank's continued satisfaction with the financial condition of UNITIL and its subsidiaries and to no substantive changes in monetary or governmental regulations.

o The \$2,000,000 unsecured line of credit with State Street Bank and Trust Company is available to UNITIL through June 30, 1997. At UNITIL's option, borrowings under the line bear interest at a rate per annum equal to: 1) the bank's prime rate; or, 2) rates quoted to UNITIL at fixed rates of interest at which the Bank is willing to make money market loans in amounts and interest rate periods requested by UNITIL. Under this arrangement, the prime rate is defined as the rate of interest announced by the Bank of Boston, Massachusetts from time to time as its "Prime Rate". Money market loans may be requested for interest periods of up to 90 days. As compensation for this arrangement UNITIL pays a fee of 25 basis points times the full amount of the facility. The fee is payable quarterly in arrears. This line is available to UNITIL subject to the bank's continued satisfaction with the financial condition of UNITIL and its subsidiaries and to no substantive changes in monetary or governmental regulations.

The term "corporate base rate", as used in the above discussion of UNITIL's short-term bank borrowing facilities, is synonymous with the prime rate, which is announced publicly by the banks as the rate charged on loans to the largest and most creditworthy business firms. The term "money market rate" refers to a market based rate which is made available by the banks on an offering or "when available" basis. Money market rates are offered by the banks, at a given point in time, and will vary depending on a number of factors including: the availability of bank funds, the bank's internal cost of funding, the creditworthiness of the borrower, the term of the loan, the size of the loan and the degree of competition among the banks in a market. The money market rate offered by a bank is normally a lower rate with more favorable terms and conditions than its corporate base rate. Under its short-term bank borrowing

facilities, UNITIL borrows at its banks' money market rates when such rates are available and more favorable than corporate base rates. Any borrowings at money market rates, under current facilities and facilities proposed below, do not and will not exceed the prime rate for unsecured loans by the same bank.

UNITIL proposes to issue short-term notes pursuant to both formal and informal lines of credit with lending institutions. UNITIL's current borrowing agreements, described above and attached as Exhibits B-2, B-3 and B-4 are typical of the forms of short-term notes proposed to be used by UNITIL. Short-term unsecured promissory notes will be issued by UNITIL to a particular lending institution prior to the first borrowing under that promissory note. Borrowings will be evidenced on a "grid" schedule, in the form attached to each promissory note and will be recorded the day that the request for borrowing is made. The bank holding the respective promissory notes will maintain the record of borrowings and repayments without the necessity of issuing additional notes. UNITIL anticipates that the promissory notes used may vary from the forms described above to reflect customary terms or particular lending practices and policies of different lending institutions, but otherwise will be substantially similar.

UNITIL's present and proposed short-term borrowing arrangements provide, and will provide, for borrowings at the so-called "base" or "prime" rates and are subject to prepayment at the borrower's option. The borrowing rate shall change as the base rate changes. In addition, short-term notes may provide informal borrowings at "sub-prime" or "money market" rates which may be made available under each credit line arrangement. Money market rates are fixed rates. Under UNITIL's current short-term borrowing arrangements, money market rate borrowings are not subject to prepayment. Money market rate borrowings under the proposed facilities may or may not be subject to prepayment.

Borrowings under the proposed credit agreements will not exceed the shorter of the term of the particular line of credit or nine months. Short-term notes issued on a transactional basis, will be dated as of the date of issue, will have a maximum term of nine months and will bear interest at the base or money market rate, described above.

UNITIL requests authority to secure both formal and informal credit lines with a number of lending institutions. Formal credit lines under the proposed facilities may be subject to compensating balances and/or fee requirements. Compensating balance requirements will not exceed 5% of the committed credit line amount, and fees will not exceed 50 basis points times the total line of credit. UNITIL may change its credit line arrangements and obtain additional formal or informal credit lines over time. The continued availability of such credit lines is subject to the continued review of the lending institutions.

In addition, UNITIL requests authority to renew and extend current short-term borrowings under the existing and proposed facilities as such borrowings mature, to refund such short-term borrowings with other, similar short-term borrowings, to repay such short-term borrowings or to increase their amount from time to time up to an aggregate amount of \$25 million, the maximum limit approved by the UNITIL Board of Directors (see Attachment B-6). UNITIL requests that the authority to undertake new short-term borrowing be granted through June 30, 2000.

UNITIL expects to use the proceeds derived from short-term bank borrowings authorized by this Commission pursuant to this application/declaration for: (i) loans or advances to subsidiaries, through the Pooling Agreement, (ii) payment of indebtedness, (iii) short-term cash needs which may arise due to payment timing differences, and (iv) other general purposes.

B. Short-Term Borrowing by Fitchburg

Fitchburg requests that it be authorized by the Commission to incur short-term borrowings from any source, including the Money Pool, in an aggregate principal amount at any one time outstanding not to exceed \$12,000,000, which is within the maximum limit approved by its Board of Directors (see Attachment B-5).

It is anticipated that all short-term borrowings by Fitchburg will be made pursuant to the Pooling Agreement. However, the Fitchburg board resolutions do not prohibit Fitchburg from short-term borrowing outside of the Pooling Agreement. Accordingly, Fitchburg seeks Commission authorization for short-term borrowings up to \$12,000,000 through the Pooling Agreement and through direct borrowings from commercial banks.

Fitchburg will use the proceeds from its short-term borrowing primarily to meet working capital requirements and provide interim financing for its utility construction expenditures. In addition to construction and other physical improvements, the funds will be used for normal debt and preferred stock sinking fund redemptions.

Any short-term borrowing from commercial banks undertaken by Fitchburg will be under terms and conditions substantially similar to the terms and conditions of the current short-term borrowing agreements between UNITIL and its commercial banks described above in Section A. Fitchburg proposes to issue short-term notes pursuant to both formal and informal lines of credit with lending institutions. Short-term promissory notes are expected to be issued to a particular lending institution prior to the first borrowing under that promissory note from that lender. Borrowings will be evidenced on a so called "grid" schedule, in the form attached to each promissory note and will be

recorded the day that the request for borrowing is made. The bank holding the respective promissory notes will maintain the record of borrowings and repayments without the necessity of issuing additional notes. Fitchburg anticipates that the promissory notes used may vary from the forms described above to reflect customary terms or particular lending practices and policies of different lending institutions, but otherwise will be substantially similar.

Short-term borrowing arrangements will provide for borrowings at the so-called "base" or "prime" rates and will be subject to prepayment at the borrower's option. In addition, short-term notes may provide informal borrowings at "alternate base rates" "sub-prime" or "money market" rates which are to be made available under the line of credit arrangements. Money market rates are fixed rate loans and may or may not be subject to prepayment. Any borrowing at money market rates will be at a rate not to exceed the prime rate for unsecured loans by the same bank.

Borrowings under these credit agreements will not exceed the shorter of the term of the particular line of credit or nine months. Short-term notes issued on a transactional basis will be dated as of the date of issue, will have a maximum term of nine months and will bear interest at the base or money market rate described above.

Fitchburg requests authority to secure both formal and informal credit lines with a number of lending institutions. Formal credit lines may be subject to compensating balances and/or fee requirements. Compensating balance requirements will not exceed 5% of the committed credit line amount, and fees will not to exceed 50 basis points times the total line of credit. The Subsidiaries may change their credit line arrangements and obtain additional formal or informal credit lines over time.

Pursuant to the requirements of Rule 24 under the Act, UNITIL and the Subsidiaries have filed a quarterly report on short-term borrowings and money pool transactions as required by the Commission's order approving short-term borrowings and the Unitil Money Pool. Pro Forma Balance Sheets and Income Statements for UNITIL and Fitchburg giving effect to requested maximum borrowings are attached.

C. Cash Pooling and Loan Agreement

All the Applicants currently participate in the Money Pool pursuant to the Pooling Agreement among UNITIL and the Subsidiaries, attached as Exhibit B-1. The Pooling Agreement allows UNITIL and the Subsidiaries to invest their surplus funds and the Subsidiaries to obtain advances (i.e., borrow funds) from the System's Money Pool. UNITIL Service administers the Money Pool for UNITIL and the Subsidiaries on an "at cost basis". This arrangement is used to : (1) provide the Subsidiaries with funds supplied internally by UNITIL and other Subsidiaries (i.e., surplus funds) and from external sources (i.e., bank borrowings), as described below; and (ii) invest surplus funds of UNITIL and the Subsidiaries in various short-term money market instruments.

The Money Pool offers several advantages to UNITIL and the Subsidiaries, including: lower overall short-term borrowing costs; a mechanism for each Subsidiary to earn a higher return on interest from surplus funds; and a decreased reliance on external funding sources. Lower borrowing costs are derived from the elimination of the additional banking fees that would be required if each Subsidiary had to maintain its own lines of credit and borrow on its own, and from reduction in the short-term cost of money when UNITIL borrows, in the aggregate, on behalf of the Subsidiaries, as opposed to each Subsidiary borrowing on its own. In addition, the Money Pool provides a mechanism for each Subsidiary to earn short-term interest on surplus funds that are loaned to other Subsidiaries, at a rate normally charged by UNITIL's lead bank instead of at the prevailing short-term investment rate. Overall, the Money Pool arrangement allows UNITIL and the Subsidiaries to effectively maximize the use of internally generated funds and, thereby, decrease the reliance on external funding sources.

In connection with the continued use of the Money Pool by the Applicants, Fitchburg seeks approval to make loans to the Subsidiaries and incur borrowings from the Applicants, and the Applicants seek approval to make loans to Fitchburg.

ITEM 2. FEES, COMMISSIONS AND EXPENSES

The fees, commissions and expenses of the Applicants expected to be paid or incurred, directly or indirectly, in connection with the transactions described above are estimated as follows:

Legal fees	**
Miscellaneous	**

** To be filed by amendment

ITEM 3. APPLICABLE STATUTORY PROVISIONS

Sections 6(b), 7, 9(a) and 12(b) of the Act, and Rules 43 and 45 thereunder, are directly applicable to this application and declaration.

A. Bank Lines of Credit

Each of UNITIL's and its Subsidiaries bank facilities is for a period

of less than nine months. However, UNITIL's borrowing has in the past exceeded, and will in the future, it is anticipated, exceed, the 5% threshold required for the exemption from the requirement of Commission approval provided by Section 6(b) of the Act. Accordingly, UNITIL requests that the Commission allow this declaration to become effective under Section 7 with respect to the borrowing limit authorized by UNITIL Board of Directors as discussed in section 1.A. UNITIL believes this approval is vital to the interest of UNITIL, its subsidiaries and its customers in order to give the financial flexibility necessary to meet the capital construction and working capital requirements of UNITIL and its subsidiaries, and to allow the UNITIL system to optimize any future financing(s) to permit UNITIL and its subsidiaries to obtain the best terms and conditions, while increasing competition among potential lenders for such financing(s).

B. Short-Term Borrowing by Fitchburg

Fitchburg requests that this declaration be allowed to become effective under Section 7 of the Act with respect to the borrowing limit discussed in Item 1.B. above.

C. Cash Pooling and Loan Agreement

Fitchburg requests under Sections 6(a), 7, 9(a), 10 and 12(b) of the Act and Rules 43 and 45 thereunder that it be allowed to make loans to the Subsidiaries and incur borrowings from the Applicants under the Money Pool. The Applicants request under Sections 6(a), 7, 9(a), 10 and 12(b) of the Act and Rules 43 and 45 thereunder authority to make loans to Fitchburg under the Money Pool.

ITEM 4. REGULATORY APPROVALS

The Money Pool has already been approved by the Massachusetts Department of Public Utilities and the New Hampshire Public Utilities Commission. No state or federal commission other than the Securities and Exchange Commission has jurisdiction with respect to any of the proposed transactions other than as described in this item.

ITEM 5. PROCEDURE

It is requested that the Commission enter not later than July 1, 1997, an appropriate order granting and permitting this Declaration to become effective.

No recommended decision by a hearing officer or other responsible officer of the Commission is necessary or required in this matter. The Division of Investment Management of the Commission may assist in the preparation of the Commission's decision in this matter. There should be no thirty-day waiting period between the issuance and effective date of any order issued by the Commission in this matter, and it is respectfully requested that any such order be made effective immediately upon the entry thereof.

ITEM 6. EXHIBITS AND FINANCIAL STATEMENTS

a) Exhibits

Exhibit No.	Description of Exhibit	Reference*
B-1	Cash Pooling and Loan Agreement, as amended	Exhibit A-1 in File No. 70-8066 and Exhibit A-2 in File No. 70-8623
B-2	Line of Credit and Promissory Note from the Bank of Boston	Filed herewith
B-3	Line of Credit and Promissory Note from Fleet Bank New Hampshire	Filed herewith
B-4	Line of Credit and Promissory Note from State Street Bank and Trust Company	Filed herewith
B-5	Resolutions of Fitchburg Board of Directors authorizing short-term borrowing limits	Exhibit A-4 to Form U-1 in File No. 70-8066
B-6	Resolutions of Unitil Board of Directors authorizing short-term borrowing limits	Filed herewith
D-1	New Hampshire Public Utilities Commission Order No. 18,416	Exhibit D-3 to Form U-1 in File No. 70-8066
D-2	New Hampshire Public Utilities Commission Order No. 17,373	Exhibit D-4 to Form U-1 in File No. 70-8066
D-3	Massachusetts Department of Public Utilities Order No. MDPU 89-66	Exhibit D-5 to Form U-1 in File No. 70-8066
F-1	Opinion of Counsel	To be filed by amendment
F-2	"Past Tense" Opinion of Counsel	To be filed by amendment
G-1	Financial Data Schedules	Filed herewith

* The Exhibits referred to in this column by specific designations and dates have heretofore been filed with the Securities and Exchange Commission under such designations and are hereby incorporated by reference.

b) Financial Statements

- (1) Unitil Corporation and Subsidiary Companies Consolidated Actual and Pro Forma Balance Sheet and Statement of Earnings, March 31, 1997 (Filed herewith)
- (2) Unitil Corporation (Company only) Actual and Pro Forma Balance Sheet and Statement of Earnings, March 31, 1997 (Filed herewith)
- (3) Fitchburg Actual and Pro Forma Balance Sheet and Statement of Earnings, March 31, 1997 (Filed herewith)
- (4) Concord Balance Sheet and Statement of Earnings, March 31, 1997 (Filed herewith)
- (5) Exeter Balance Sheet and Statement of Earnings, March 31, 1997 (Filed herewith)
- (6) Unitil Power Balance Sheet and Statement of Earnings, March 31, 1997 (Filed herewith)
- (7) Unitil Realty Balance Sheet and Statement of Earnings, March 31, 1997 (Filed herewith)
- (8) Unitil Resources Balance Sheet and Statement of Earnings, March 31, 1997 (Filed herewith)
- (9) Unitil Service Balance Sheet and Statement of Earnings, March 31, 1997 (Filed herewith)

ITEM 7. INFORMATION AS TO ENVIRONMENTAL EFFECTS

None of the matters that are the subject of this application and declaration involve a "major federal action" nor do they "significantly effect the quality of the human environment" as those terms are used in section 102(2)(C) of the National Environmental Policy Act. None of the transactions that are subject of this application will result in changes in the operation of the company that will have an impact on the environment. The company is not aware of any federal agency which has prepared or is preparing an environmental impact statement with respect to the transactions which are the subject of this application.

SIGNATURE

Pursuant to the requirements of the Public Utility Holding Company Act of 1935, the undersigned companies have duly caused this application/declaration to be signed on their behalf by the undersigned thereunto duly authorized.

UNITIL CORPORATION

By: /s/ Gail A. Siart
Chief Financial Officer

CONCORD ELECTRIC COMPANY
EXETER & HAMPTON ELECTRIC COMPANY
FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
UNITIL POWER CORP.
UNITIL REALTY CORP.
UNITIL SERVICE CORP.

By: /s/ Mark H. Collin
Treasurer

UNITIL RESOURCES, INC

By: /s/ George R. Gantz
President

Date: June 5, 1997

[LETTERHEAD OF BANK OF BOSTON]

August 1, 1996

Mr. Mark H. Collin
 Vice President - Finance
 UNITIL Service Corporation
 216 Epping Road
 Exeter, NH 03833

Dear Mark:

We are pleased to confirm the renewal of and the \$2 million increase to \$8 million of our unsecured Line of Credit which will be available to UNITIL Corporation from August 2, 1996 to July 31, 1997.

Any borrowings under the Line will bear interest (on a 360-day basis) floating daily at the Alternate Base Rate as in effect from time to time. For this Line of Credit, Alternate Base Rate means, for any period, a fluctuating interest rate per annum as shall be in effect from time to time which rate per annum shall at all times be equal to the higher of:

- (a) the rate of interest announced publicly by the Bank in Boston, Massachusetts, from time to time, as the Bank's base rate; or
- (b) 1/2 of one percent per annum above the daily Federal Funds Effective Rate published by the Federal Reserve Bank of New York in Report H 15.

In addition to the Line, and for the same period ending July 31, 1997, we have approved an informal Money Market lending arrangement for UNITIL. Under this arrangement we will entertain Money Market loan requests for minimum amounts of \$500,000 at fixed rates out to sixty (60) days. Under no circumstances will the prepayment of fixed rate loans be permitted; Money Market loans may be renewed at rates as offered on their various maturities. At no time may the combination of Alternate Base Rate loans and loans under the Money Market arrangement exceed \$8 million.

Please be aware that the Money Market arrangement is not a commitment to lend, and from time to time, the Bank may choose not to quote a Money Market Rate for any or all maturities.

In consideration for the availability of this Line of Credit, we will charge, on a quarterly in arrears basis, a facility fee of 37.5 basis points times the Line amount. Attached is a fee schedule showing the amount owed and the date on which the Bank will debit UNITIL's deposit account for the fee. As is normally the case, this Line of Credit is available subject to our continued satisfaction with the financial condition of UNITIL Corporation and its subsidiaries and to no substantive changes in monetary or governmental regulations.

Upon your advice by telephone from time to time, we will lend you the agreed amount at our quoted rate of interest by crediting such amount to your designated account with us.

Borrowings will be evidenced by a Promissory Note in the form attached hereto. Each borrowing and the corresponding information will be recorded the day of the telephone call. Our corresponding advices of credit and debit will be additional evidence of borrowings in the format described above, and you agree that absent manifest error, this record shall be conclusive and binding.

This letter and the Promissory Note evidence your promise to pay all such borrowings with interest on their respective maturity dates. Payment of the principal amount of and interest on such borrowings shall be effected by debiting the appropriate account with us on that day.

If the foregoing satisfactorily sets forth the terms and conditions of this lending arrangement, please indicate your acceptance thereof by executing and returning the attached copy of this letter and the attached Promissory Note.

We are pleased to provide this Line of Credit and look forward to the ongoing development of our relationship.

Sincerely,

THE FIRST NATIONAL BANK OF BOSTON

By: /s/ Frank T. Smith
 Frank T. Smith
 Director

UNITIL Corporation

By: /s/ Gail A. Siart
 Duly Authorized Officer

Dated: August 5, 1996

Name: Gail A. Siart
Title: Treasurer and
Chief Financial officer

UNITIL CORPORATION

PROMISSORY NOTE

\$8,000,000

Boston, Massachusetts
August 1, 1996

FOR VALUE RECEIVED, the undersigned hereby promises to pay to the order of THE FIRST NATIONAL BANK OF BOSTON (the "Bank"), at the head office of the Bank in Boston, Massachusetts, the aggregate principal amount of all loans made by the bank to the undersigned pursuant to the Letter Agreement, between the bank and the undersigned dated August 1, 1996 as shown in the schedule attached hereto (the "Note Schedule"), together with interest on each loan from the date such loan is made until the maturity thereof at the applicable rate set forth in the Note Schedule. The principal amount of each loan shall be payable on the maturity date of such loan as indicated in the Note Schedule, and in any event, the aggregate outstanding principal amount of all loans hereunder shall be due and payable on July 31, 1997. Interest on the principal amount of each loan shall be payable in arrears on the same day as the principal amount is due.

Any borrowings under the line will bear interest (on a 360-day basis) floating daily at the Alternate Base Rate as in effect from time to time. For this Line of Credit, Alternate Base Rate means, for any period, a fluctuating interest rate per annum as shall be in effect from time to time which rate per annum shall at all times be equal to the higher of: (i) the rate of interest announced publicly by the Bank in Boston, Massachusetts, from time to time, as the Bank's base rate; or (ii) 1/2 of one percent per annum above the daily Federal Funds Effective Rate published by the Federal Reserve Bank of New York in Report H-15. All payments shall be made in lawful currency of the United States of America in immediately available funds.

Overdue payments of the principal of any loan (whether at stated maturity, by acceleration or otherwise), and, to the extent permitted by law, overdue interest, shall bear interest, payable on demand and compounded monthly, at a rate per annum equal to two percent above the Alternate Base Rate.

If any of the following events of default shall occur ("Defaults"): (a) default in the payment or performance of any of the Obligations or of any obligations of the Obligor or its subsidiaries to others for borrowed money or in respect of any extension of credit or accommodation in excess of \$500,000 which shall continue uncured for any applicable grace period; (b) failure of any material representation or warranty, statement or information in any documents or financial statements delivered to the Bank for the purpose of inducing it to make or maintain any loan under this Note to be true and correct; (c) failure of the undersigned to file any tax return, or to pay or remit any tax, when due, except for taxes which UNITIL Corporation is actively disputing and as to which UNITIL Corporation is maintaining adequate reserves in accordance with Generally Accepted Accounting Principles; (d) failure to furnish the holder promptly on request with financial information about or to permit reasonable inspection by the holder of books, records and properties of the Obligor; (e) the Obligor or its subsidiaries generally not paying its debts as they become due; (f) dissolution, termination of existence, insolvency, business failure, appointment of a receiver or other custodian of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against, the Obligor or its subsidiaries (g) change in the condition or affairs (financial or otherwise) of the Obligor or its subsidiaries which in the opinion of the holder will impair its security or increase it risk; then immediately and automatically with respect to any Defaults set forth in clauses (e) and (f) above, and thereupon or at any time thereafter with respect to each other Default (such Default not having been previously cured), at the option of the holder, all Obligations of the undersigned shall be come immediately due and payable without notice or demand.

The Obligor waives presentment, demand, notice of dishonor, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note, and assents to any extension or postponement of the time of payment or any other indulgence under this Note. As used herein "Obligor" means any person primarily or secondarily liable hereunder or in respect hereto; "Obligation" means any obligation hereunder or otherwise of any Obligor to the holder whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising; and "holder" means the payee or any endorsee of this Note who is in possession of it, or the bearer hereof if this Note is at the time payable to the bearer.

No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. No waiver of any right shall be effective unless in writing and signed by the holder nor shall a waiver on one occasion be constructed as a bar to or waiver of any such right or any future occasion.

The undersigned will pay on demand all costs of collection and attorneys' fees paid or incurred by the holder in enforcing the Obligations of the Obligor.

Upon any advance under this Note, the Obligor is immediately required to provide an executed copy of the Note including the date of the advance, the principal amount of the advance, the maturity date, and the interest rate.

This instrument shall have the effect of an instrument executed under seal and shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

UNITIL Corporation

By: /s/ Peter J. Stulgis
Name: Peter J. Stulgis
Title: Chief Executive Officer

Date: August 5, 1996

UNITIL Corporation

By: /s/ Gail A. Siart
Name: Gail A. Siart
Title: Chief Financial officer

Date: August 5, 1996

[Letterhead of Fleet Bank]

April 29, 1997

Mr. Mark Collin
 Vice President
 Unital Corp.
 6 Liberty Lane West
 Hampton, NH 03842-1720

Dear Mark:

We are pleased to inform you that Fleet Bank - NH (the "Bank") holds available for Unital Corp. ("Unital") a \$6,000,000.00 unsecured line of credit (the "6,000,000 Line") to extend through July 31, 1997. This line shall be available for short term advances used for working capital and general corporate purposes. This letter, together with the related promissory note, shall serve as our agreement concerning the terms and conditions of your borrowing under the line of credit.

Borrowings will be priced at the rates we quote you as:

- (1) Our Base rate as announced from time to time (presently 8.50%); or
- (2) Our I month reserve-adjusted Eurodollar rate plus .30%; or
- (3) Our "Money Market" rates as we may quote you from time to time in our sole discretion.

Each rate will be as determined by Fleet Bank - NH at 10:00 a.m. on the day of the requested borrowing in the case of Base rate or Money Market borrowings or two business days prior to such date in the case of Eurodollar rate borrowings. Requests for borrowings at these pricing options should be received at least one hour before the time for determining the relevant rate. Each borrowing under this line by you must specify the amount of the loan requested, the rate requested and the maturity requested. As is typical for facilities of this type, the bank retains the right to refuse at any time any borrowing request hereunder.

Borrowings at Eurodollar rates may be requested for maturities of 30 days; borrowings at Money Market rates may be requested for maturities of 30 days. All loans will be made by crediting the proceeds thereof to your demand deposit account maintained at Fleet Bank: - NH, which account should be established prior to any advances under the line.

All Eurodollar rates will be as adjusted for reserve requirements. Borrowings under the Eurodollar or Money Market options must be in minimum increments of \$500,000 or greater multiples of \$ 100,000, and your ability to prepay such borrowings is subject to a requirement that you compensate us for any funding losses and other costs (including lost profits) incurred as a result of such prepayment.

Borrowings at Money Market and Eurodollar rates are subject to the availability of funding sources and the continued legality of our offering such pricing options. You agree to reimburse us for any increased costs (taxes, regulatory reserves or assessments, etc.) incurred by us in connection with Eurodollar borrowings.

All Base rate, Eurodollar rate and Money Market rate borrowings shall be evidenced by a promissory note in the form attached and requiring execution prior to initiation of the line. Your authorization for us to record each borrowing and the corresponding information (regarding the amount of the borrowing, the interest rate, and the maturity) on the schedule forming a part of this promissory note, and this schedule, together with our corresponding records of debt and credit, shall constitute the official record of all borrowings under this facility. You agree that, absent manifest error, this record shall be conclusive and binding. Following each advance, at your request we will send to you by fax a copy of the note schedule evidencing the most recent advance.

The availability of loans under this facility is subject to our usual condition that we continue to be satisfied with the affairs of Unital Corp. and to any substantive changes in governmental regulations or monetary policies.

If the foregoing satisfactorily sets forth the terms and conditions of this line of credit, please indicate your agreement by executing and returning this letter and the attached promissory note.

We have enjoyed working with Unital Corp. and hope that we may continue to develop a longstanding and mutually beneficial relationship.

Sincerely,

/s/ Kenneth R. Sheldon

Kenneth R. Sheldon
Vice President
Corporate Banking

Accepted:

WITNESS: UNITIL CORPORATION

/s/ Mark H. Collin

By:/s/ Gail A. Siart

Title: Chief Financial Officer

Date: May 1, 1997

PROMISSORY NOTE

\$6,000,000.00

Date: May 1, 1997

Place: Manchester, NH

FOR VALUE RECEIVED, the undersigned hereby promises to pay to Fleet Bank - NH, a bank: incorporated under the laws of the State of New Hampshire ("Bank"), or order, at the head office of the Bank in Manchester, New Hampshire, the principal amount of \$6,000,000.00, or so much thereof as is from time to time advanced or readvanced pursuant to loans made by the Bank to the undersigned pursuant to the letter agreement between the Bank and the undersigned dated April 29, 1997, and as evidenced by the Bank's entry from time to time on the schedule attached hereto (the "Note Schedule"), together with interest on each loan from the date such loan is made until the maturity thereof at the applicable rate set forth in the Note Schedule. The entire principal amount of each loan shall be payable on demand unless a maturity date for such loan is indicated in the Note Schedule, and in any event, the aggregate outstanding principal amount of all loans hereunder shall be due and payable on July 31, 1997. Interest on the principal amount of each loan shall be payable in arrears on the same day as the principal amount is due, provided that (i) interest on each loan bearing interest at the Base Rate shall be payable on the last day of each month, beginning on the first of such dates occurring after the date of such loan and continuing monthly thereafter until the payment amount of such loan is due at which time the balance of all outstanding interest shall be payable. Interest shall be computed on the basis of a 360-day year and paid for the actual number of days elapsed. All payments shall be made in lawful currency of the United States of America m immediately available funds.

Upon the occurrence of a Default (as defined below) and until the payment of principal of all loans outstanding hereunder, and all interest with respect thereto, all outstanding principal amounts due hereunder and, to the extent permitted by law, overdue interest with respect thereto, shall bear interest, payable on demand and compounded daily, at a rate per annum of two percent (2%) above the greater of (i) the Base Rate or (ii) the rate applicable to such loan prior to the date such loan was due.

If any of the following events of default shall occur ("Defaults"): (a) default in the payment or performance of any of the Obligations or of any obligations of any Obligor to others for borrowed money or in respect of any extension of credit or accommodation; (b) failure of any representation or warranty, statement or information in any documents or financial statements delivered to the Bank: for the purpose of inducing it to make or maintain any loan under this Note to be true and correct; (c) failure of the undersigned to file any tax return, or to pay or remit any tax:, when due, unless the undersigned contests the particular tax in good faith, and also maintains adequate reserves to pay such tax, if unsuccessful in its action to contest; (d) failure to furnish the holder promptly on request with financial information about, or to permit inspection by the holder of books, records and properties to any Obligor; (e) any Obligor generally not paying its debts as they become due; (f) -death, -dissolution, --termination of existence, insolvency, business failure, appointment of a receiver or other custodian of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings (except for an involuntary bankruptcy petition against any Obligor to which such Obligor files a proper answer thereto pursuant to Section 303(d) of the Bankruptcy Code (11 USC Section 303(d)) within ten (10) days of receipt of notice of said proceeding, which answer shall include a request that petitioning creditors post adequate bond under Section 303(e) (11 USC Section 303(e))) under any bankruptcy or insolvency laws by or against, any Obligor; (g) a material adverse change in the condition or affairs (financial or otherwise) of any Obligor which in the opinion of the holder will impair its security or increase its risk including but not limited to any reduction of any Obligor's tangible net worth by more than 10% from its level at the previous fiscal year end or the occurrence of operating losses for any consecutive twelve month period; then the holder shall give written notice of such default and if such default is not cured within five business days of delivery of such notice then immediately and automatically with respect to any Defaults set forth in clauses (e) and (f) above, and thereupon or at anytime thereafter with respect to each other Default (such Default not having been previously cured), at the option of the holder, all Obligations of the undersigned shall become immediately due and payable without demand, and, if there is any collateral for the Obligations, the holder shall then have in any jurisdiction where enforcement hereof is sought, in addition to all other rights and remedies the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State of New

Hampshire.

Any sums from time to time credited by or due from the holder to any Obligor, and any property of any Obligor in which the holder has from time to time any security interest or which from time to time may be in the possession of the holder for any purpose shall constitute collateral security for the payment or performance of the Obligations of any Obligor hereunder, and each Obligor hereby grants the holder a security interest in such sums and property. Regardless of the adequacy of any collateral, the holder may apply such sums or property or realizations upon any such security interest against such Obligations at any time in the case of the primary Obligor but only against matured Obligations in the case of a secondary Obligor.

Except as otherwise expressly stated herein, each Obligor waives presentment, demand, notice of dishonor, protest and all other demands and notices in connection with the delivery, acceptance, performance, default and enforcement of this Note or of any collateral, and assents to any extension or postponement of the Promissory Note time of payment or any other indulgence under this Note or with respect to any collateral, to any substitution, exchange or release of any collateral and/or to the addition or release of any other party or person primarily or secondarily liable hereunder. As used herein "Obligor" means and includes the undersigned and all other persons primarily or secondarily liable hereunder or in respect hereto; "Obligation" means any obligation hereunder or otherwise of any Obligor to the holder whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising; and "holder" means the payee or any endorsee of this Note who is in possession of it, or the bearer hereof if this Note is at the time payable to the bearer.

The undersigned will pay on demand all costs of collection and attorneys' fees paid or incurred by the holder in enforcing the Obligations of any Obligor.

No delay or omission on the part of the Bank in exercising any right hereunder shall operate as a waiver of such right, or of any other right of the Bank, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. No single or partial exercise of a power hereunder shall preclude other exercises thereof or the exercises of any other power hereunder.

This instrument shall have the effect of an instrument executed under seal and shall be governed by and construed in accordance with the laws of The State of New Hampshire.

UNITIL CORPORATION

By:/s/ Peter Stulgis

Title: Chief Executive Officer
and Chairman of the Board

UNITIL CORPORATION

By:/s/ Gail A. Siart

Title: Chief Financial Officer

State of New Hampshire
County of Rockkingham

On this the 1st day of May 1997, before me, Donna M. Carleton the undersigned notary or justice, personally appeared Gail A. Siart & Peter J. Stulgis who acknowledged himself/herself to be the Chief Executive Officer and Chief Financial Officer of Unitil Corporation and that he, as such authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation be himself as such authorized officer.

/s/ Donna M. Carleton
Notary Public

[seal of Donna M. Carleton]

September 30, 1996

Mr. Mark Collin, Vice President
Unitil Corp.
6 Liberty Lane West
Hampton, NH 03842-1720

Dear Mark:

We are pleased to inform you that Fleet Bank - NH holds available for Unitil Corp. a \$2,000,000.00 unsecured line of credit to extend through June 30, 1997. This line shall be available for short term advances used for working capital and general corporate purposes. This letter, together with the related

promissory note, shall serve as our agreement concerning the terms and conditions of your borrowing under the line of credit.

Borrowings will be priced at the rates we quote you as:

- (1) Our Base rate as announced from time to time (presently 8.25%, or
- (2) Our 1, 2, or 3-month reserve-adjusted Eurodollar rate plus .30%, or
- (3) Our "Money Market" rates as we may quote you from time to time in our sole discretion.

Cash rate will be as determined by Fleet Bank - NH at 10:00 a.m. on the day of the requested borrowing in the case of Base rate or Money Market borrowings or two business days prior to such date in the case of Eurodollar rate borrowings. Requests for borrowings at these pricing options should be received at least one hour before the time for determining the relevant rate. Cash borrowing under this line by you must specify the amount of the loan requested, the rate requested and the maturity requested. As is typical for facilities of this type, the bank retains the right to refuse at any time any borrowing request hereunder.

Borrowings at Eurodollar rates may be requested for maturities of one, two or three months; borrowings at Money Market rates may be requested for maturities of 30, 60, or 90 days; and no loan shall have a maturity that extends beyond June 30, 1997. All loans will be made by crediting the proceeds thereof to your demand deposit account maintained at Fleet Bank - NH, which account should be established prior to any advances under the line.

All Eurodollar rates will be as adjusted for reserve requirements. Borrowings under the Eurodollar or Money Market options must be in minimum increments of \$500,000 or greater multiples of \$100,000, and your ability to prepay such borrowings is subject to a requirement that you compensate us for any funding losses and other costs (including lost profits) incurred as a result of such prepayment.

Borrowings at Money Market and Eurodollar rates are subject to the availability of funding sources and the continued legality of our offering such pricing options. You agree to reimburse us for any increased costs (taxes, regulatory reserves or assessments, etc.) incurred by us in connection with Eurodollar borrowings.

All Base rate, Eurodollar rate and Money Market rate borrowings shall be evidenced by a promissory note in the form attached and requiring execution prior to initiation of the line. Your authorization for us to record each borrowing and the corresponding information (regarding the amount of the borrowing, the interest rate and the maturity) on the schedule forming a part of this promissory note, and this schedule, together with our corresponding records of debt and credit, shall constitute the official record of all borrowings under this facility. You agree that, absent manifest error, this record shall be conclusive and binding. Following each advance, at your request we will send to you by fax a copy of the note schedule evidencing the most recent advance.

The availability of loans under this facility is subject to our usual condition that we continue to be satisfied with the affairs of Unitil Corp. and to any substantive changes in governmental regulations or monetary policies.

If the foregoing satisfactorily sets forth the terms and conditions of this line of credit, please indicate your agreement by executing and returning this letter and the attached promissory note.

We look forward to working with Unitil Corp. and hope that we may continue to develop a long-standing and mutually beneficial relationship.

Sincerely,

/s/ Kenneth R. Sheldon

Kenneth R. Sheldon
Vice President
Corporate Banking

Accepted:

WITNESS:

UNITIL CORPORATION

/s/ Sandra L. Walsh

By: /s/ Gail A. Siart
Title: CFO
Date: 10/1/96

[Letterhead of State Street Bank and Trust Company]

June 5, 1996

Mark Collin
Vice President - Finance and Administration
Unitil Corporation
216 Epping Road
Exeter, NH 03833-4571

Dear Mark:

This letter will confirm that State Street Bank and Trust Company (the "Bank") holds available for Unitil Corporation, a New Hampshire Corporation, (the "Borrower") a \$2,000,000 line of credit (the "Line of Credit"). The Line of Credit will be available for general corporate purposes and will be made pursuant to the terms and conditions of this letter agreement (this "Agreement").

The availability of the Line of Credit will be reviewed by the Bank from time to time and in any event prior to its expiration on June 30, 1997, to determine whether the Line of Credit should be continued or renewed.

All loans under the Line of Credit will be evidenced by a promissory note in the form attached hereto as Exhibit A. The Borrower authorizes the Bank to record each loan and the corresponding information on the schedule forming a part of such promissory note, and this schedule, together with our corresponding records of debit and credit, shall constitute the official record of all loans under the Line of Credit. The Borrower agrees that, absent manifest error, this record shall be conclusive and binding.

The availability of advances under the Line of Credit is subject to the Bank's usual reservation that the Bank continue to be satisfied with the business and financial condition of the Borrower and to any changes in government regulations or monetary policy.

As compensation for this lending arrangement, the Borrower agrees to pay a fee of .25 per annum on the full amount of the facility. The fee will be payable, quarterly in arrears, on September 30, 1996, December 31, 1996, March 31, 1997, and June 30, 1997.

Loans under the Line of Credit will be available in the sole discretion of the Bank. At your option, loans will be priced at either the Bank's Prime Rate (defined below) ("Prime Rate Loans"), or rates quoted by the Bank to the Borrower at fixed rates of interest at which the Bank is willing to make Money Market loans ("Money Market Loans") to the Borrower in amounts and for the interest periods requested by the Borrower. Prime Rate shall mean the rate of interest announced by the Bank in Boston, Massachusetts from time to time as its "Prime Rate". Money Market Loans may be requested for interest periods of up to 90 days. Money Market Loans may not be prepaid in whole or in part without the consent of the Bank. If prepayment is allowed, the Borrower agrees to compensate the Bank for any funding losses or other costs (including lost profits) incurred as a result of prepayment upon presentation by the Bank of a statement of the amount and setting forth Bank's calculation thereof, which statement will be deemed true and correct absent manifest error. Loans under this arrangement may not exceed \$2,000,000 in the aggregate. The principal amount of each loan and interest with respect to each loan shall be payable upon the earlier of demand by the Bank or the maturity date of the loan indicated in the note schedule to the note. This arrangement is not a commitment to lend, and the Borrower acknowledges that from time to time Bank may decline to quote money market rates on some or all maturities.

The Borrower hereby promises to pay the principal and interest of each loan and related fees on the day when due to Bank at its address stated above. The Borrower hereby authorizes the Bank, if and to the extent a payment owed is not made when due, to charge from time to time against the Borrower's deposit account with the Bank, any amount so due. All payments received by the Bank with respect to the loans shall be applied first to interest and then to principal.

You agree to provide the Bank with information concerning the Borrower required by the Bank for its evaluation of Line of Credit advances including: quarterly income statements and balance sheets, audited annual financial statements and such other information about the Borrower's financial condition and operations as the Bank may request from time to time.

As an inducement to the Bank to extend the Line of Credit the Borrower represents and warrants to the Bank that (i) the execution, delivery and performance of all of the agreements and instruments in connection with the Line of Credit are within the Borrower's power and authority and have been authorized by all necessary corporate proceedings and will not contravene any provision of the Borrower's charter or bylaws or any agreement or undertaking binding upon the Borrower; (ii) the Line of Credit is the legal, valid and binding obligation of the Borrower and does not require the consent or approval of any governmental agency or authority; (iii) any loan requests hereunder will not result in an aggregate of all loans outstanding which exceed the limits permitted under any applicable rule, regulation or statute; and (iv) there is no litigation,

Obligor to others for borrowed money or in respect of any extension of credit or accommodation; (d) failure of any representation or warranty in any statement or document or financial statements delivered to Bank for the purpose of inducing it to make or maintain loans under this note; (e) failure to furnish Bank promptly with financial information concerning any Obligor; (f) loss, theft, substantial damage, sale or encumbrance to or of any property constituting any collateral for the loans made under this note, or the making of any levy, seizure or attachment thereof or thereon or the failure to pay when due any tax thereon or, with respect to any insurance policy, any premium therefor; (g) default under any instrument constituting, or under any agreement relating to, any collateral; (h) change in the condition (financial or otherwise) of any Obligor which in the opinion of the holder will impair its security or increase its risk; (i) the occurrence of any of the following with respect to any Obligor: admission in writing of his or its inability, or be generally unable, to pay his or its debts as they become due, death, dissolution, termination of existence, business failure, insolvency, appointment of a receiver of any part of the property of, legal or equitable assignment, conveyance or transfer of property for the benefit of creditors by, or commencement of any proceedings under any bankruptcy or insolvency laws by or against such person.

Any deposits or other sums at any time credited by or due from holder to any Obligor, and any securities or other property of any Obligor at any time in the possession of holder may at all times be held and treated as collateral for the payment of this note and any and all other liabilities (direct or indirect, absolute or contingent, sole, joint or several, secured or unsecured, due or to become due, now existing or hereafter arising) of such Obligor to holder. Regardless of the adequacy of collateral, holder may apply or set off such deposits or other sums against such liabilities at any time in the case of a primary Obligor, but only with respect to matured liabilities in the case of a secondary Obligor.

Each Obligor hereby waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement hereof and consents that this note may be extended from time to time and that no extension or other indulgence, and no substitution, release or surrender of collateral, and no discharge or release of any other party primarily or secondarily liable hereon, shall discharge or otherwise affect the liability of such Obligor. No delay or omission on the part of Bank in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder, and a waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any future occasion. "Obligor" means any person primarily or secondarily liable hereunder or in respect hereto; and "holder" means the payee or any endorsee of this note who is in possession of it, or the bearer hereof if this note is at the time payable to bearer.

This note is secured by any and all collateral at any time granted Bank to secure any obligations of Borrower.

Each Obligor agrees to pay on demand all costs and expenses (including legal costs and attorney's fees) incurred or paid by the holder in enforcing this note on default.

This note shall take effect as a sealed instrument and shall be governed by the laws (other than the conflict of law rules) of The Commonwealth of Massachusetts.

Unitil Corporation

Witness:

By: /s/ Sandra Walh
Title: Corporate Asst.

By: /s/ Pete Stulgis
Title:

By: /s/ Sandra Walh
Title:Corporate Asst.

By: /s/ Gail Siart
Title:

Unitil Corporation

CERTIFICATE

On motion duly made and seconded, the following vote was unanimously adopted:

VOTED: That, effective December 19, 1996, and until further action by Directors in this respect, the total amount of short-term unsecured obligations of this Company issued and outstanding at any one time shall not exceed the sum of Twenty-five Million Dollars (\$25,000,000); and that the Chairman, President and Treasurer or any Assistant Treasurer of this Company be and they are, and each of them singly is, hereby authorized to borrow funds upon short-term unsecured obligations of this Company not exceeding in the aggregate the amount above set forth, bearing interest at such rates and maturing at such time as may to them seem wise, such short-term unsecured obligations to be signed on behalf of this Company by the Treasurer or any Assistant Treasurer and countersigned by the Chairman, President, or any two Directors.

I, Gail A. Siart, hereby certify that I am Secretary of Unitil Corporation; that the foregoing is a true copy from the records of votes unanimously adopted at a meeting of the Directors of said Company duly called and held December 19, 1996, at which meeting a quorum was present and acting throughout; and that the said votes have not since been altered, amended or rescinded.

WITNESS my hand and the corporate seal of Unitil Corporation this 27th day of December, 1996.

/s/ Gail A. Siart
Secretary

SECURITIES AND EXCHANGE COMMISSION

(Release No. 35-)

Filings Under the Public Utility Holding Company Act of 1935, as amended ("Act")

Unitil Corporation (70-)

Unitil Corporation ("Unitil"), 6 Liberty Lane West, Hampton, New Hampshire, 03842-1270, a registered holding company under the Act, and its wholly owned subsidiary companies, Concord Electric Company, Exeter & Hampton Electric Company, Fitchburg Gas and Electric Light Company ("Fitchburg"), Unitil Power Corp., Unitil Realty Corp., Unitil Resources, Inc. and Unitil Service Corp. (the "Subsidiaries" and together with Unitil the "Applicants") have filed a declaration under Sections 6(b), 7, 9(a) and 12(b) of the Act and Rules 43, 45 and 50 thereunder.

Unitil requests authorization for short-term borrowing on a revolving basis under current and proposed unsecured facilities from certain banks up to an aggregate amount of \$25,000,000 for a period of time through June 30, 1999.

Fitchburg requests authorization for short-term borrowing pursuant to formal or informal credit lines up to maximum borrowing limits authorized by the Fitchburg board of directors for a period of time through June 30, 1999.

The Applicants request authorization to lend to the system money pool ("Money Pool") pursuant to the Cash Pooling and Loan Agreement among the Applicants dated as of February 1, 1985, as amended, for a period of time through June 30, 1999.

By order dated July 11, 1995 the Applicants are currently authorized to make unsecured short-term borrowings and to operate under the Money Pool, as more fully described in the joint application-declaration on Form U-1, as amended, in File No. 70-8623, and the Commission's order with respect thereto (HCAR No. 26328).

UNITIL CORPORATION
CONSOLIDATED BALANCE SHEETS (A)

ASSETS

	March 31, 1997	Adjustments	Pro Formed
Utility Plant (at cost):			
Electric	160,108,556		160,108,556
Gas	28,887,089		28,887,089
Common	18,641,319		18,641,319
Construction Work in Progress	2,376,329	7,450,000(E)	9,826,329
Utility Plant	210,013,293	7,450,000	217,463,293
Less: Accumulated Depreciation	65,517,976		65,517,976
Net Utility Plant	144,495,317	7,450,000	151,945,317
Miscellaneous Property & Investments	42,448		42,448
Current Assets:			
Cash	3,269,790		3,269,790
Accounts Receivable	17,705,259		17,705,259
Materials and Supplies	1,818,763		1,818,763
Prepayments	8,493,066		8,493,066
Accrued Revenue and Deferred Fuel Costs	6,436,125		6,436,125
Total Current Assets	37,723,003		37,723,003
Deferred Debits:			
Unamortized Debt Expense	814,559		814,559
Unamortized Cost of Abandoned Properties	25,031,323		25,031,323
Prepaid Pension and Other	23,899,625		23,899,625
TOTAL	232,006,275	7,450,000	239,456,275

UNITIL CORPORATION
CONSOLIDATED BALANCE SHEETS (A)

LIABILITIES:

	March 31, 1997	Adjustments	Pro Formed
Capitalization:			
Common Stock Equity	69,703,981	(69,084)(D)	69,634,897
Preferred Stock, Non-Redeemable	225,000		225,000
Preferred Stock, Redeemable	3,665,900		3,665,900
Long-term Debt, Less Current Portion	57,900,000		57,900,000
Total Capitalization	131,494,881	(69,084)	131,425,797
Current Liabilities:			
Long-term Debt, Current Portion	4,272,000		4,272,000
Notes Payable	17,550,000	7,450,000(F)	25,000,000
Accounts Payable	14,858,337		14,858,337
Dividends Declared	197,385		197,385
Customers' Deposits and Refunds	1,643,534		1,643,534
Taxes Accrued	1,937,224	(35,589)(B)	1,901,635
Interest Accrued	1,427,271	104,673 (C)	1,531,944
Capitalized Lease Obligations	903,356		903,356
Other	2,725,163		2,725,163
Total Current Liabilities	45,514,270	7,519,084	53,033,354
Deferred Credits:			
Unamortized Investment Tax Credit	1,566,223		1,566,223
Other Deferred Credits	8,441,948		8,441,948
Total Deferred Credits	10,008,171		10,008,171
Deferred Income Taxes	40,540,250		40,540,250
Capitalized Lease Obligations	4,448,703		4,448,703
TOTAL	232,006,275	7,450,000	239,456,275

UNITIL CORPORATION
CONSOLIDATED STATEMENTS OF EARNINGS (A)

	Quarter Ended March 31, 1997	Adjustments	Pro Formed
Operating Revenues:			
Electric	38,058,307		38,058,307
Gas	7,266,381		7,266,381
Other	7,500		7,500
Total Operating Revenues	45,332,188		45,332,188
Operating Expenses:			
Fuel and Purchased Power	23,517,250		23,517,250
Gas Purchased for Resale	4,366,396		4,366,396
Operating and Maintenance	7,602,253		7,602,253
Depreciation	1,902,259		1,902,259
Amortization of Cost of Abandoned Properties	400,935		400,935
Provisions for Taxes:			
Local Property and Other	1,370,796		1,370,796
Federal and State Income	1,552,953	(35,589) (B)	1,517,364
Total Operating Expenses	440,712,842	(35,589)	40,677,253
Operating Income	4,619,346	35,589	4,654,935
Non-operating Income	5,735		5,735
Gross Income	4,625,081	35,589	4,660,670
Income Deductions:			
Interest Expense, Net	1,710,596	104,673 (C)	1,815,269
Total Income Deductions	1,710,596	104,673	1,815,269
Net Income	2,914,485	(\$69,084) (D)	2,845,401
Less Dividends on Preferred Stock	69,008		69,008
Net Income Applicable to Common Stock	\$2,845,477	(\$69,084)	\$2,776,393

UNITIL CORPORATION

Notes to Pro forma Consolidated Financial Statements

- (A) These statements have been pro formed to reflect an increase in Notes Payable to the requested borrowing limit and the corresponding impact on expenses and Net Income.
- (B) The reduction in taxes reflect the rise in interest expense which reduced income for tax purposes.
- (C) The cost of this increase in Notes Payable is reflected in higher interest costs for the quarter.
- (D) Lower Net Income and Common Equity (e.g. Retained Earnings) reflects the impact of higher interest expense.
- (E) Assumes all borrowings are made to fund capital additions to plant.
- (F) Reflects the incremental increase in short-term debt to reach the borrowing limit.

UNITIL CORPORATION (COMPANY ONLY)
BALANCE SHEETS (A)

ASSETS	March 31, 1997	Adjustments	Pro Formed
Plant	0	0	0
Miscellaneous Property & Investments	58,785,505	10,450,000 (E)	69,235,505
Current Assets:			
Cash	6,418,177		6,418,177
Accounts Receivable	3,208,870	146,823 (B)	3,355,693
Prepayments	24,350	0	24,350
Total Current Assets	9,651,397	146,823	9,796,220
Deferred Debits	0		0
TOTAL	68,436,902	10,596,823	79,033,725
	=====	=====	=====
LIABILITIES:	March 31, 1997	Adjustments	ProFormed
Capitalization:			
Common Stock Equity	53,723,068	0	53,723,068
Total Capitalization	53,723,068	0	53,723,068
Current Liabilities:			
Notes Payable	14,550,000	10,450,000 (D)	25,000,000
Accounts Payable	5,303		5,303
Dividends Declared	128,375		128,375
Interest Accrued	215,620	146,823 (B)	362,443
Taxes Accrued	(135,464)		(165,464)
Total Current Liabilities	14,713,834	10,596,823	25,310,657
Deferred Credits:	0	0	0
TOTAL	68,436,902	10,596,823	79,033,725
	=====	=====	=====

UNITIL CORPORATION (COMPANY ONLY)
STATEMENTS OF EARNINGS (A)

	Quarter Ended March 31, 1997	Adjustments	Pro Formed
Operating Revenues	0		0
Operating Expenses:			
Administration and General	51,227		51,227
Provisions for Taxes:			
Federal and State Income	15,383	0	15,383
Total Operating Expenses	66,610	0	66,610
Operating Income	(66,610)	0	(66,610)
Non-operating Income	1,781,339	146,823 (B)	1,928,162
Gross Income	1,714,729	146,823	1,861,552
Income Deductions:			
Interest Expense, Net	215,620	146,823 (C)	362,443
Total Income Deductions	215,620	146,823	362,443
Net Income	1,499,109	0	1,499,109
Less Dividends on Preferred Stock	0		0
Net Income Applicable to Common Stock	1,499,109	0	1,499,109
	=====	=====	=====

Unitil Corporation (Company Only)
Notes to Pro forma Financial Statements

- (A) These statements have been pro formed to reflect an increase in Notes Payable to the requested borrowing limit and the corresponding impact on expenses and Net Income.
- (B) Assumes interest costs will be billable through the Cash Pool to the client companies and will be come a receivable.
- (C) The cost of this increase in Notes Payable is reflected in higher interest costs for the quarter.
- (D) Reflects the incremental increase in short-term debt to reach the borrowing limit.
- (E) Assumes all borrowed funds are reflected as an investment in the Cash Pool.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
CONSOLIDATED BALANCE SHEETS(A)

ASSETS	March 31, 1997	Adjustments	ProFormed
	-----	-----	-----
Utility Plant (at cost):			
Electric	\$69,563,384		\$69,563,384
Gas	28,887,089		28,887,089
Common	5,351,296		5,351,296
Construction Work in Progress	1,350,725	\$6,105,142(E)	7,455,867
	-----	-----	-----
Utility Plant	105,152,494	\$6,105,142	111,257,636
Less: Accumulated Depreciation	34,059,339		77,198,297
	-----	-----	-----
Net Utility Plant	71,093,155	\$6,105,142	77,198,297
	-----	-----	-----
Other Property and Investments	18,114		18,114
	-----	-----	-----
Current Assets:			
Cash	760,453		760,453
Accounts Receivable	8,055,423		8,055,423
Materials and Supplies (at average cost)	1,091,993		1,091,993
Prepayments	413,876		413,876
Accrued Revenue	3,111,583		3,111,583
	-----	-----	-----
Total Current Assets	13,433,328		13,433,328
	-----	-----	-----
Deferred Debits:			
Unamortized Debt Expense	344,832		344,832
Unamortized Cost of Abandoned Properties	25,031,323		25,031,323
Prepaid Pension Costs	3,347,901		3,347,901
Other	15,327,992		15,327,992
	-----	-----	-----
Total Deferred Debits	44,052,048		44,052,048
	-----	-----	-----
TOTAL	\$128,596,645	\$6,105,142	\$134,701,787
	=====	=====	=====

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
CONSOLIDATED BALANCE SHEETS(A)

LIABILITIES:	March 31, 1997	Adjustments	ProFormed
	-----	-----	-----
Capitalization:			
Common Stock Equity	36,872,838	(52,324) (D)	36,820,514
Preferred Stock, Redeemable	2,441,600		2,441,600
Long-term Debt, Less Current Portion	33,000,000		33,000,000
	-----	-----	-----
Total Capitalization	72,314,438	(52,324)	72,262,114
	-----	-----	-----
Current Liabilities:			
Long-term Debt, Current Portion	1,000,000		1,000,000
Notes Payable	5,894,858	6,105,142 (F)	12,000,000
Accounts Payable	6,274,996		6,274,996
Dividends Declared	1,061,992		1,061,992
Customers' Deposits and Refunds	498,850		498,850
Taxes Accrued	1,754,050	(33,453) (B)	1,720,597
Interest Accrued	503,486	85,777 (C)	589,263
Capitalized Lease Obligations	246,273		246,273
	-----	-----	-----
Total Current Liabilities	17,234,505	6,157,466	23,391,971
	-----	-----	-----
Deferred Credits:			
Unamortized Investment Tax Credit	894,187		894,187
Other	5,901,804		5,901,804
	-----	-----	-----
Total Deferred Credits	6,795,991		6,795,991
	-----	-----	-----
Deferred Income Taxes	29,653,139		29,653,139
	-----	-----	-----
Capitalized Lease Obligations	2,598,572		2,598,572
	-----	-----	-----
TOTAL	\$128,596,645	\$6,105,142	\$134,701,787
	=====	=====	=====

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
CONSOLIDATED STATEMENTS OF EARNINGS(A)

	Quarter Ended March 31, 1997	Adjustments	ProFormed
Operating Revenues:			
Electric	\$12,725,430		\$12,725,430
Gas	7,266,381		7,266,381
Total Operating Revenues	19,991,811		19,991,811
Operating Expenses:			
Electricity Purchased for Resale	6,668,656		6,668,656
Gas Purchased for Resale	4,366,396		4,366,396
Operating and Maintenance	3,157,184		3,157,184
Depreciation	842,010		842,010
Amortization of Cost of Abandoned Properties	400,935		400,935
Provisions for Taxes:			
Federal and State Income	1,188,847	(33,453)(B)	1,155,394
Local Property	462,893		462,893
Total Operating Expenses	17,086,921	(33,453)	17,053,468
Operating Income	2,904,890	33,453	2,938,343
Non-operating (Expense) Income	(84)		(84)
Gross Income	2,904,806	33,453	2,938,259
Interest and Other Deductions:			
Interest Expense, Net	852,831	85,777(C)	938,608
Net Income	2,051,975	(52,324)(D)	1,999,651
Less Dividends on Preferred Stock	41,396		41,396
Net Income Applicable to Common Stock	\$2,010,579	(52,324)	\$1,958,255

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
Notes to Pro forma Financial Statements

- (A) These statements have been pro formed to reflect an increase in Notes Payable to the requested borrowing limit and the corresponding impact on expenses and Net Income.
- (B) The reduction in taxes reflect the rise in interest expense which reduced income for tax purposes.
- (C) The cost of this increase in Notes Payable is reflected in higher interest costs for the quarter.
- (D) Lower Net Income and Common Equity (e.g. Retained Earnings) reflects the impact of higher interest expense.
- (E) Assumes all borrowings are made to fund additions to Utility Plant.
- (F) Reflects the incremental increase in short-term debt to reach the borrowing limit.

Concord Electric Company

BALANCE SHEETS

	March 31, 1997
ASSETS	
Utility Plant (at original cost)	\$40,748,341
Less: Accumulated Depreciation	11,975,108
Net Utility Plant	28,773,233
Other Property and Investments	23,827
Current Assets:	
Cash	631,497
Accounts Receivable	4,703,579
Materials and Supplies (at average cost)	368,025
Prepayments	40,227
Accrued Revenue	(340,862)
Total Current Assets	5,402,466
Deferred Debits:	
Unamortized Debt Expense	266,839
Prepaid Pension Costs	1,755,595
Other	3,628,773
Total Deferred Debits	5,651,207
TOTAL	\$39,850,733

Concord Electric Company

BALANCE SHEETS

	March 31, 1997
LIABILITIES	
Capitalization:	
Common Stock Equity:	\$10,260,730
Preferred Stock, Non-redeemable	225,000
Preferred Stock, Redeemable	215,000
Long-term Debt, Less Current Portion	11,200,000
Total Capitalization	21,900,730
Current Liabilities:	
Long-term Debt, Current Portion	2,170,000
Notes Payable	4,133,946
Accounts Payable	218,558
Due to Affiliates	3,433,333
Dividends Declared	232,008
Customers' Deposits	287,210
Taxes Accrued	268,513
Interest Accrued	301,271
Total Current Liabilities	11,044,839
Deferred Credits:	
Unamortized Investment Tax Credit	345,205
Construction Advances	148,313
Other	1,350,779
Total Deferred Credits	1,844,297
Deferred Federal Income Tax	5,060,867
TOTAL	\$39,850,733

Concord Electric Company

STATEMENTS OF EARNINGS

	Quarter Ended March 31, 1997
Operating Revenues	\$12,527,015
Operating Expenses:	
Electricity Purchased for Resale	9,806,978
Operating and Maintenance	1,036,713
Depreciation	344,013

Provisions for Taxes:	
Local Property	436,904
Federal and State Income	165,163

Total Operating Expense	11,789,771

Operating Income	737,244

Non-operating (Expense) Income	(3,000)

Gross Income	734,244

Interest and Other Deductions	
Interest Expense, Net	345,129

Net Income	389,115

Less Dividends on Preferred Stock	8,041

Net Income Applicable to Common Stock	\$381,074
	=====

EXETER & HAMPTON ELECTRIC COMPANY

BALANCE SHEETS

	March 31, 1997
ASSETS:	
Utility Plant (at original cost)	\$50,811,957
Less: Accumulated Depreciation	18,028,069
Net Utility Plant	32,783,888
Non-operating Property and Investments	507
Current Assets:	
Cash	66,470
Accounts Receivable	4,581,066
Materials and Supplies	358,746
Prepayments	43,840
Accrued Revenue	5,776
Total Current Assets	5,055,898
Deferred Debits:	
Unamortized Debt Expense	202,889
Prepaid Pension Costs	2,616,558
Other	3,885,028
Total Deferred Debits	6,704,475
TOTAL	\$44,544,768

EXETER & HAMPTON ELECTRIC COMPANY

BALANCE SHEETS

	March 31, 1997
LIABILITIES:	
Capitalization:	
Common Stock Equity	\$11,449,958
Redeemable Preferred Stock	1,009,300
Long-term Debt, Less Current Portion	13,700,000
Total Capitalization	26,159,258
Current Liabilities:	
Long-term Debt, Current Portion	1,102,000
Notes Payable	3,280,151
Accounts Payable	305,072
Due to Affiliates	3,825,801
Dividends Declared	249,671
Customers' Deposits	819,373
Taxes Accrued	435,936
Interest Accrued	621,210
Total Current Liabilities	10,639,214
Deferred Credits:	
Unamortized Investment Tax Credit	326,831
Construction Advances	461,280
Other	579,773
Total Deferred Credits	1,367,884
Deferred Federal Income Tax	6,378,412
TOTAL	\$44,544,768

EXETER & HAMPTON ELECTRIC COMPANY

STATEMENTS OF EARNINGS

	Quarter Ended March 31, 1997
Operating Revenues	\$13,868,071
Operating Expenses:	
Electricity Purchased for Resale	10,969,494

Operating and Maintenance	1,167,413
Depreciation	448,727
Provision for Taxes:	
Local Property	343,810
Federal Income	162,786

Total Operating Expense	13,092,230

Operating Income	775,841

Non-operating (Expense) Income	(2,381)

Gross Income	773,460

Interest and Other Deductions	
Interest Expense, Net	379,394

Net Income	394,066

Less Dividends on Preferred Stock	19,571

Net Income Applicable to Common Stock	\$374,495
	=====

UNITIL POWER CORP.

BALANCE SHEETS

	March 31, 1997
ASSETS:	
Utility Plant	0
Less: Accumulated Depreciation	0
Net Utility Plant	0
Current Assets:	
Cash	0
Accounts Receivable	6,877,427
Prepayments	203,049
Accrued Revenue	3,598,861
Total Current Assets	10,679,337
Other Deferred Debits	379,686
TOTAL	\$11,059,023

UNITIL POWER CORP.

BALANCE SHEETS

	March 31, 1997
LIABILITIES:	
Capitalization:	
Common Stock Equity	373,329
Total Capitalization	373,329
Current Liabilities:	
Notes Payable	455,085
Accounts Payable	8,937,522
Due to Affiliates	235,611
Customer Deposits	38,100
Taxes Accrued	3,196
Interest Accrued	1,305
Other Current Liabilities	1,014,875
Total Current Liabilities	10,685,694
TOTAL	\$11,059,023

UNITIL POWER CORP.

STATEMENTS OF EARNINGS

	Quarter Ended March 31, 1997
Operating Revenues	19,742,212
Operating Expenses:	
Operating Expenses	19,687,852
Provisions for Taxes:	
Federal and State Income	6,797
Total Operating Expenses	19,694,649
Operating Income	47,563
Non-operating Income (expense)	1,686
Gross Income	49,249
Income Deductions:	
Interest Expense	38,551
Net Income Deductions	38,551
Net Income	\$10,698

UNITIL REALTY CORP.

BALANCE SHEETS

	March 31, 1997
ASSETS	
Utility Plant	9,521,257
Less: Accumulated Depreciation	190,839
Net Utility Plant	9,330,418
Current Assets:	
Cash	0
Prepayments	5,760
Total Current Assets	5,760
Deferred Debits:	
Misc Deferred Debits	3,111
Accum. Deferred Income Taxes	(161,870)
Other Deferred Debits	3,111
Total Deferred Debits	(158,759)
TOTAL	\$9,177,419

UNITIL REALTY CORP.

BALANCE SHEETS

	March 31, 1997
LIABILITIES:	
Capitalization:	
Common Equity	1,212,942
Long-term Debt, Less Current Portion	0
Total Capitalization	1,212,942
Current Liabilities:	
Long-term Debt Due Within One Year	
Notes Payable	8,036,674
Accounts Payable	138,830
Interest Accrued	0
Taxes Accrued	(211,027)
Total Current Liabilities	7,964,477
TOTAL	\$9,177,419

UNITIL REALTY CORP.

STATEMENTS OF EARNINGS

	Quarter Ended March 31, 1997
Operating Revenues	343,655
Operating Expenses:	
Operating and Maintenance	52,499
Depreciation	63,365
Provisions for Taxes:	
Federal and State Income	34,838
Local Property and Other	23,745
Total Operating Expenses	174,447
Operating Income	169,208
Non-operating Income (expense)	
Gross Income	169,208
Income Deductions:	
Interest Expense, Net	113,839
Net Income	\$55,369

UNITIL RESOURCES, INC.

BALANCE SHEETS

	March 31, 1997
ASSETS	
Current Assets:	
Cash	29,487
Accounts Receivable	78,125
Misc. Current Assets	60,766
Total Current Assets	168,378
Deferred Debits	0
TOTAL	\$168,378

UNITIL RESOURCES, INC.

BALANCE SHEETS

	March 31, 1997
LIABILITIES:	
Capitalization:	
Common Stock Equity	43,933
Total Capitalization	43,933
Current Liabilities:	
Notes Payable	103,045
Accounts Payable	209,204
Interest Accrued	--
Taxes Accrued	(187,804)
Total Current Liabilities	124,445
TOTAL	\$168,378

UNITIL RESOURCES, INC.

STATEMENTS OF EARNINGS

	Quarter Ended March 31, 1997
Operating Revenues	128,267
Operating Expenses:	
Operating Expenses, Other	146,337
Provisions for Taxes:	
Federal and State Income	(7,038)
Total Operating Expenses	139,299
Operating Income	(11,032)
Non-operating Income (expense)	485
Gross Income	(10,547)
Income Deductions:	
Interest Expense, Net	639
Net Income Deductions	639
Net Income	(\$11,186)

UNITIL SERVICE CORP.

BALANCE SHEETS

ASSETS	March 31, 1997
Utility Plant	3,779,244
Less: Accumulated Depreciation	1,264,621
Net Utility Plant	2,514,623
Current Assets:	
Cash	420,631
Accounts Receivable	1,297,217
Prepayments	41,910
Total Current Assets	1,759,758
Deferred Debits:	
Clearing Accounts	341,599
Other Deferred Debits	333,435
Total Deferred Debits	675,034
TOTAL	\$4,949,415

LIABILITIES	March 31, 1997
Capitalization:	
Common Stock Equity:	2,688
Capital Leases, Less Current Portion	1,850,131
Total Capitalization	1,852,819
Current Liabilities:	
Notes Payable	704,775
Accounts Payable	1,744,963
Capital Leases, Current Portion	657,083
Other Current Liabilities	643,989
Interest Accrued	--
Taxes Accrued	58,866
Total Current Liabilities	3,809,676
Accum. Deferred Income Taxes	(713,080)
TOTAL	\$4,949,415

UNITIL SERVICE CORP.

STATEMENTS OF EARNINGS

	Quarter Ended March 31, 1997
Operating Revenues	2,971,769
Operating Expenses:	
Operating and Maintenance	2,615,762
Depreciation	204,144
Provisions for Taxes:	
Federal and State Income	(9,353)
Local Property and Other	103,445
Total Operating Expenses	2,913,998
Operating Income	57,771
Non-operating Income (expense)	32
Gross Income	57,803
Income Deductions:	
Interest Expense, Net	57,803
Net Income	\$0

OPUR1

3-MOS		3-MOS	
DEC-31-1997	JAN-01-1997	DEC-31-1997	JAN-01-1997
MAR-31-1997	PER-BOOK	MAR-31-1997	PER-BOOK
144,496,317		151,945,317	
42,448		42,448	
37,723,003		37,732,003	
49,745,507		49,745,507	
	0		0
232,006,275		239,456,275	
	34,213,412		34,213,412
1,628,935		1,628,935	
33,861,634		33,792,550	
69,703,981		69,634,897	
3,665,900		3,665,900	
	225,000		225,000
57,900,000		57,900,000	
17,550,000		25,000,000	
0		0	
4,272,000		4,272,000	
	0		0
4,448,703		4,448,703	
	903,356		903,356
73,337,335		73,406,419	
232,006,275		239,456,275	
45,332,188		45,332,188	
1,552,953		1,517,364	
39,159,889		39,159,889	
40,712,842		40,677,253	
4,619,346		4,654,935	
	5,735		5,735
4,625,081		4,660,670	
1,710,596		1,815,269	
	2,914,485		2,845,401
69,008		69,008	
2,845,476		2,776,393	
1,530,896		1,530,896	
1,217,439		1,217,439	
8,450,237		8,381,153	
	0.65		0.64
	0.63		0.62

OPUR1

3-MOS		3-MOS	
DEC-31-1997	JAN-01-1997	DEC-31-1997	JAN-01-1997
MAR-31-1997	PER-BOOK	MAR-31-1997	PER-BOOK
0	0	0	0
58,785,505	9,651,397	69,235,505	9,798,220
0	0	0	0
68,436,902	35,900,709	79,033,725	35,900,709
1,628,935	16,193,424	1,628,935	16,193,424
53,723,068	0	53,723,068	0
0	0	0	0
14,550,000	0	25,000,000	0
0	0	0	0
0	0	0	0
0	0	0	0
14,713,834	68,436,902	25,310,657	79,033,725
0	15,383	0	15,383
51,227	66,610	51,227	66,610
(66,610)	1,781,339	(66,610)	1,928,162
1,714,729	215,620	1,861,552	362,443
0	1,499,109	0	1,499,109
0	0	0	0
0	0	0	0
1,326,413	0	1,326,413	0
0	0	0	0

OPUR1

3-MOS		3-MOS	
DEC-31-1997	JAN-01-1997	DEC-31-1997	JAN-01-1997
MAR-31-1997	PER-BOOK	MAR-31-1997	PER-BOOK
71,093,155		77,198,297	
18,114		18,114	
13,433,328		13,433,328	
44,052,048		44,052,048	
	0		0
128,596,645		134,701,787	
	12,446,290		12,446,290
8,633,170		8,633,170	
15,793,378		15,741,054	
36,872,838		36,820,514	
2,441,600		2,441,600	
	0		0
33,000,000		33,000,000	
5,894,858		12,000,000	
0		0	
1,000,000		1,000,000	
	0		0
2,598,572		2,598,572	
	246,273		246,273
46,542,504		46,594,828	
128,596,645		134,701,787	
19,991,811		19,991,881	
1,188,847		1,155,394	
15,898,074		15,898,074	
17,086,921		17,053,468	
2,904,890		2,938,343	
	(84)		(84)
2,904,806		2,938,259	
852,831		938,608	
	2,051,975		1,999,651
41,396		41,396	
2,010,579		1,958,255	
1,061,992		1,061,992	
641,250		641,250	
5,212,500		5,160,176	
	1.62		1.62
	1.62		1.62

OPUR1

3-MOS		
	DEC-31-1997	
	JAN-01-1997	
	MAR-31-1997	
	PER-BOOK	
28,773,233		
23,827		
5,402,466		
5,651,207		
	0	
	39,850,733	
	1,467,426	
(40,185)		
8,833,489		
10,260,730		
215,000		
	225,000	
11,200,000		
4,133,946		
0		
0		
2,170,000		
0		
0		
	0	
11,646,057		
39,850,733		
12,527,015		
165,163		
11,624,608		
11,789,771		
737,244		
(3,000)		
734,244		
345,129		
	389,115	
8,041		
381,074		
223,967		
270,032		
1,303,983		
	2.89	
	2.89	

OPUR1

3-MOS		
	DEC-31-1997	
	JAN-01-1997	
	MAR-31-1997	
	PER-BOOK	
32,783,888		
507		
5,055,898		
6,704,475		
	0	
	44,544,768	
	975,000	
915,812		
9,559,146		
11,449,958		
1,009,300		
	0	
	13,700,00	
	3,280,151	
	0	
0		
1,102,000		
	0	
	0	
	0	
14,003,359		
44,544,768		
13,868,071		
162,786		
12,929,444		
13,092,230		
775,841		
(2,381)		
773,460		
379,394		
	394,066	
19,571		
374,495		
230,100		
306,157		
1,105,319		
	1.92	
	1.92	

OPUR1

3-MOS
DEC-31-1997
JAN-01-1997
MAR-31-1997
PER-BOOK
0
0
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	MAR-31-1997		
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		(112)	

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	MAR-31-1997	
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MAR-31-1997
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