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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act 1934**

**Date of Report (Date of earliest event reported): May 1, 2014**

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**UNITIL CORPORATION**

(Exact name of registrant as specified in its charter)

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**New Hampshire**  
(State or other jurisdiction  
of incorporation)

**1-8858**  
(Commission  
File Number)

**02-0381573**  
(IRS Employer  
Identification No.)

**6 Liberty Lane West, Hampton, New Hampshire**  
(Address of principal executive offices)

**03842-1720**  
(Zip Code)

**Registrant's telephone number, including area code: (603) 772-0775**

**N/A**  
(Former name or former address, if changed since last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 7.01 Regulation FD Disclosure**

On May 1, 2014, the Company adopted a written plan for trading securities under Rule 10b5-1 (the “10b5-1 trading plan”) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), to facilitate the repurchase of shares of its common stock in connection with its Board of Directors’ annual equity retainer and Employee Length of Service Awards.

The 10b5-1 trading plan provides that a broker selected by the Company shall repurchase, on the Company’s behalf, shares of the Company’s common stock on the open market pursuant to the terms and limitations specified in the plan, including compliance with Rule 10b-18 under the Exchange Act. There can be no assurance that any shares will be repurchased by the Company either through the 10b5-1 trading plan or otherwise.

The Company may suspend or terminate the 10b5-1 trading plan at any time, so long as the suspension or termination is made in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5 under the Exchange Act, or other applicable securities laws.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

| <u>Number</u> | <u>Exhibit</u>  |
|---------------|---|
| 99.1          | Unitil Corporation 2014 10b5-1 Plan Agreement dated May 1, 2014 |

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

UNITIL CORPORATION

By: /s/ Mark H. Collin  
Mark H. Collin  
Senior Vice President, Chief Financial Officer and  
Treasurer

Date: May 1, 2014

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**EXHIBIT INDEX**

Exhibit  
No.

Description

99.1      Unitil Corporation 2014 10b5-1 Plan Agreement dated May 1, 2014

**Unitil Corporation**  
**2014**  
**10b5-1 Plan Agreement**

This Agreement, dated **May 1, 2014** (this "Instruction"), is made by and between Unitil Corporation (the "Issuer") and Wells Fargo Advisors, LLC (the "Broker").

WHEREAS, Issuer desires to repurchase shares of its common stock, no par value (the "Stock"), pursuant to its Stock repurchase program; and

WHEREAS, Issuer desires to appoint Broker to repurchase shares of Stock on its behalf for the purpose of satisfying the Issuer's obligations to deliver shares of Stock required in connection with Employee Length of Service Awards ("LOS Awards") and Directors' retainer stock, in accordance with this Instruction.

NOW, THEREFORE, the Issuer and the Broker hereby agree as follows:

1. Broker shall repurchase shares of Stock on each day on which the New York Stock Exchange (the "Exchange") is open for trading and the Stock trades regular way on the Exchange, and in accordance with the following schedule at the then prevailing market prices; provided, however, that the total number of shares to be purchased on any day shall not exceed the then applicable volume limitation of Rule 10b-18 under the Securities Exchange Act of 1934 (the "Exchange Act"). In the event that Broker is not able to complete the repurchase of the amount indicated for a specified period in one Exchange trading day, the balance of such order shall be completed on the next succeeding Exchange trading day until the amount specified for the period has been repurchased.

Schedule:

- A. LOS Awards: Stock shall be purchased quarterly pursuant to the parameters noted below. All quarterly dollar amounts defined below exclude any applicable Broker commission charges.
  - i. Period 1: Commencing June 1, 2014, or the first available Exchange trading day thereafter, Stock shall be purchased with a total valuation not to exceed \$6,000;
  - ii. Period 2: Commencing September 1, 2014, or the first available Exchange trading day thereafter, Stock shall be purchased with a total valuation not to exceed \$7,200;
  - iii. Period 3: Commencing December 1, 2014, or the first available Exchange trading day thereafter, Stock shall be purchased with a total valuation not to exceed \$4,400; and
  - iv. Period 4: Commencing March 1, 2015, or the first available Exchange trading day thereafter, Stock shall be purchased with a total valuation not to exceed \$4,400.
- B. Directors' Retainer Stock: Commencing October 1, 2014, or the first available Exchange trading day thereafter, Stock shall be purchased with a total valuation not to exceed \$68,000, excluding any applicable Broker commission charges.

2. This Instruction shall become effective on **May 1, 2014** and shall terminate on the earlier of the date upon which \$90,000 in value (excluding applicable Broker commission charges) of shares of Stock have been purchased or **May 1, 2015**. Notwithstanding the foregoing, Issuer may suspend or terminate this Instruction at any time so long as such decision is made in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5 under the Exchange Act or any other U.S. securities laws by providing written notice to Broker. Broker may terminate this Instruction upon three (3) days prior written notice to Issuer. Such written notice may be made by facsimile. Notwithstanding the termination of this Instruction, Issuer shall be solely responsible for any purchases properly made by Broker on Issuer's behalf prior to Broker's receipt of any notice of termination.
3. Broker agrees to comply with Rule 10b-18 under the Exchange Act in effecting any purchase of Stock pursuant to this Instruction. Issuer agrees not to take any action which would cause any such purchase not to comply with Rule 10b-18.
4. Issuer represents and warrants that the purchase of Stock pursuant to this Instruction has been duly authorized by the Issuer, is consistent with the Issuer's publicly announced Stock repurchase program and is not prohibited or restricted by any legal, regulatory or contractual restriction or undertaking binding on the Issuer. Issuer shall immediately notify the Broker if it becomes subject to a legal, regulatory or contractual restriction or undertaking that would prevent the Broker from making purchases pursuant to this Instruction, and, in such a case, Issuer and Broker shall cooperate to amend or otherwise revise this Instruction to take account of such legal, regulatory or contractual restriction or undertaking (provided that neither party shall be required to take any action that would be inconsistent with the requirements of Rule 10b5-1(c)).
5. Issuer understands that Broker may not be able to effect a purchase due to a market disruption or a legal, regulatory or contractual restriction applicable to Broker. If any purchase cannot be executed as required by paragraph 1, due to a market disruption, a legal, regulatory or contractual restriction applicable to the Broker, Broker agrees to effect such purchase as promptly as practical after the cessation or termination of such market disruption, applicable restriction or other event.
6. Issuer shall indemnify Broker and its affiliates, directors, officers, agents, employees and assigns against any and all liabilities and expenses (including attorney's fees and disbursements), or actions in respect of any and all liabilities or expenses, arising in connection with the transactions contemplated for the services furnished pursuant to this Instruction, including, but not limited to, liabilities and expenses arising by reason of any violation or alleged violation of any state or federal securities laws except to the extent that such liabilities or expenses arise in connection with the bad faith or gross negligence of Broker in effecting the transactions contemplated by this Instruction. The Issuer shall also promptly reimburse Broker and its affiliates, directors, officers, agents, employees

and assigns for all reasonable expenditures (including reasonable attorney's fees and disbursements) made to investigate, prepare or defend any action or claim in respect of any such liability or expense, regardless of whether any litigation is pending or threatened against Broker or its affiliates, directors, officers, agents, employees and assigns. Broker shall provide Issuer proper and timely notice with regard to the commencement of any such action. The provisions of this paragraph shall survive the termination of this Instruction.

7. It is the intent of the parties that this Instruction comply with the requirements of Rule 10b5-1(c)(1)(i)(B) under the Exchange Act and this Instruction shall be interpreted to comply with the requirements of Rule 10b5-1(c).
8. This Instruction shall be governed by and construed in accordance with the laws of the State of New York and may be modified or amended only by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have signed this Instruction as of the date first written above.

/s/ Mark H. Collin

Unitil Corporation

By: Mark H. Collin

Senior Vice President, Chief Financial Officer &  
Treasurer

/s/ Frank S. Childress

Wells Fargo Advisors, LLC

By: Frank S. Childress

Managing Director, Equity Service Group