

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

**FORM S-8
REGISTRATION STATEMENT
under
THE SECURITIES ACT OF 1933**

UNITIL CORPORATION
(Exact name of registrant as specified in its charter)

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

02-0381573
(I.R.S. Employer
Identification Number)

6 Liberty Lane West, Hampton, New Hampshire 03842-1720
(Address of principal executive offices, including zip code)

**UNITIL CORPORATION
SECOND AMENDED AND RESTATED
2003 STOCK PLAN**
(Full title of plan)

Mark H. Collin
Senior Vice President, Chief Financial Officer and Treasurer
Unitil Corporation
6 Liberty Lane West
Hampton, New Hampshire 03842-1720
(603) 772-0775
(Name, address, including zip code, and telephone number, including area code, of agent for service)

With copies to:

Thomas H. Redekopp, Esq.
Duane Morris LLP
100 High Street, Suite 2400
Boston, MA 02110-1724
(857) 488-4200

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act (Check one):

Large accelerated filer
Non-accelerated filer

Accelerated filer
Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per unit	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, no par value	500,000 shares	\$25.865 (2)	\$12,932,500.00 (2)	\$1,763.99 (2)

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, this registration statement also covers any additional securities to be offered or issued in connection with a stock split, stock dividend or similar transaction.
- (2) Determined on the basis of the average of the high and low sale prices of the common stock as reported in the consolidated reporting system on November 5, 2012, solely for the purpose of calculating the registration fee pursuant to Rule 457(h) under the Securities Act of 1933.

PART I - INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I of Form S-8 will be sent or given to participants as specified by Rule 428(b)(1) under the Securities Act.

PART II - INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

We incorporate by reference in this registration statement the following documents, which have been filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, other than any information we furnish, rather than file, with the Securities and Exchange Commission pursuant to certain items of Form 8-K:

- Annual Report on Form 10-K for the fiscal year ended December 31, 2011, filed on February 1, 2012 (SEC File No. 1-08858)
- Quarterly Reports on Form 10-Q for the quarters ended March 31, 2012 (filed on April 25, 2012), June 30, 2012 (filed on July 25, 2012) and September 30, 2012 (filed on October 24, 2012) (SEC File No. 1-08858)
- Current Reports on Form 8-K filed on April 2, 2012, April 24, 2012, May 14, 2012 and September 20, 2012 (SEC File No. 1-08858); and
- the description of our common stock, no par value, contained in the registration statement on Form 8-A/A, filed on August 13, 2008.

All documents that we subsequently file pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, other than any information we furnish, rather than file, with the Securities and Exchange Commission pursuant to certain items of Form 8-K, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in the registration statement and to be part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference or deemed to be part of the registration statement shall be deemed to be modified or superseded for purposes of the registration statement to the extent that a statement contained in any other subsequently filed document which also is or is deemed to be incorporated by reference or deemed to be part of the registration statement modifies or replaces such statement. Any statement contained in a document that is deemed to be incorporated by reference or deemed to be part of the registration statement after the most recent effective date may modify or replace existing statements contained in the registration statement. Any such statement so modified shall not be deemed in its unmodified form to constitute a part of the registration statement for purposes of the Securities Act of 1933. Any such statement so replaced shall not be deemed to constitute a part of the registration statement for purposes of the Securities Act of 1933.

Item 5. Interests of Named Experts and Counsel

The validity of the shares of common stock to be sold under this registration statement will be passed upon for us by Gary Epler, our Chief Regulatory Counsel. As of November 6, 2012, Mr. Epler beneficially owned approximately 4,569.196 shares of our common stock.

The financial statements of Unitol Corporation as of December 31, 2011 and 2010, and for each of the two years in the period ended December 31, 2011, included in our Annual Report on Form 10-K for the year ended December 31, 2011 incorporated by reference in this registration statement have been so incorporated in reliance on the report of McGladrey LLP (formerly McGladrey & Pullen, LLP), independent registered public accountants, given on the authority of said firm as experts in auditing and accounting.

The financial statements of Unitol Corporation for the year ended December 31, 2009 included in our Annual Report on Form 10-K for the year ended December 31, 2011 incorporated by reference in this registration statement have been so incorporated in reliance on the report of Caturano and Company, P.C. (whose name has since been changed to Caturano and Company, Inc.), independent registered public accountants, given on the authority of said firm as experts in auditing and accounting.

Item 6. Indemnification of Directors and Officers

We are organized under the laws of the State of New Hampshire. The New Hampshire Business Corporation Act (the "NHBCA") provides that a corporation may indemnify an individual made a party to a proceeding because he is or was a director against liability incurred in the proceeding if: (1) he conducted himself in good faith; and (2) he reasonably believed (i) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interests; and (ii) in all other cases, that his conduct was at least not opposed to its best interests; and (3) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful. A corporation may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of the final disposition of the proceeding if (1) the director furnishes the corporation a written affirmation of his good faith belief that he has met the standard of conduct described in the preceding sentence, (2) the director furnishes the corporation a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that he did not meet the standard of conduct and (3) a determination is made that the facts then known to those making the determination would not preclude indemnification. Unless a corporation's Articles of Incorporation provide otherwise, the corporation may indemnify and advance expenses to an officer, employee or agent of the corporation who is not a director to the same extent as to a director. A corporation may not indemnify a director (x) in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation; or (y) in connection with any other proceeding charging improper personal benefit to him, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him. Unless limited by its Articles of Incorporation, a corporation shall indemnify a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he was a party because he is or was a director or officer of

the corporation against reasonable expenses incurred by him in connection with the proceeding. A corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee, or agent of the corporation, or who, while a director, officer, employee or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by him in that capacity or arising from his status as a director, officer, employee, or agent, whether or not the corporation would have power to indemnify him against the same liability under the NHBCA.

Article XII of our Amended and Restated By-Laws provides that we shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the person's having served as, or by reason of the person's alleged acts or omissions while serving as, a director, officer, employee or agent of Unitil Corporation, or while serving at our request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement or otherwise actually and reasonably incurred by such person in connection with the action, suit or proceeding, if the person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of Unitil Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, said indemnification to be to the full extent permitted by law under the circumstances, including, without limitation, by all applicable provisions of the NHBCA. Any indemnification under Article XII shall be made by us with respect to directors or other persons after a determination that the person to be indemnified has met the standards of conduct set forth in the NHBCA, such determination to be made by the Board of Directors, by majority vote of a quorum, or by other persons authorized to make such a determination under the NHBCA.

The right of indemnification arising under Article XII of our Amended and Restated By-Laws was adopted for the purpose of inducing persons to serve and to continue to serve Unitil Corporation without concern that their service may expose them to personal financial harm. It is to be broadly construed, applied and implemented in light of that purpose. It is not to be exclusive of any other right to which any such person is entitled under any agreement, vote of the stockholders or the Board of Directors, statute, or as a matter of law, or otherwise, nor is it to be construed to limit or confine in any respect the power of the Board of Directors to grant indemnity pursuant to any applicable statutes or laws of the State of New Hampshire. The provisions of Article XII are separable, and, if any provision or portion thereof is for any reason held inapplicable, illegal or ineffective, such holding will not affect any other right of indemnification existing under Article XII or otherwise. As used in Article XII, the term "person" includes heirs, executors, administrators or other legal representatives. As used in Article XII, the terms "director" and "officer" include persons elected or appointed as officers by the Board of Directors, persons elected as directors by the stockholders or by the Board of Directors, and persons who serve by vote or at our request as directors, officers or trustees of another organization in which we have any direct or indirect interest as a shareholder, creditor or otherwise.

Article XII of our Amended and Restated By-Laws also allows us to purchase and maintain insurance on behalf of any person who was or is a director, officer or employee of Unitil

Corporation or any of its subsidiaries, or who was or is serving at our request as a fiduciary of any employee benefit plan of Unitil Corporation or any subsidiary, against any liability asserted against, and incurred by, such person in any such capacity, or arising out of such person's status as such, whether or not we would have the power to indemnify such person against such liability under the provisions of the NHBCA. The obligation to indemnify and reimburse such person under our Amended and Restated By-Laws, if applicable, will be reduced by the amount of any such insurance proceeds paid to such person, or the representatives or successors of such person.

Item 8. Exhibits

- *4.1 Articles of Incorporation of Unitil Corporation, filed as Exhibit 3.1 to Registration Statement on Form S-14, Registration No. 2-93769 dated October 12, 1984
- *4.2 Articles of Amendment to the Articles of Incorporation filed on March 4, 1992 with the Secretary of State of New Hampshire, filed as Exhibit 3.2 to Form 10-K for the year ended December 31, 1991 (SEC File No. 1-08858)
- *4.3 Articles of Amendment to the Articles of Incorporation filed on September 23, 2008 with the Secretary of State of New Hampshire, filed as Exhibit 3.3 to Amendment No. 1 to Registration Statement on Form S-3, Registration No. 333-152823, filed on November 25, 2008
- *4.4 Articles of Amendment to the Articles of Incorporation filed on April 27, 2011 with the Secretary of State of New Hampshire, filed as Annex A to Form DEF 14A, dated March 14, 2011, filed on March 14, 2011 (SEC File No. 1-08858)
- *4.5 Amended and Restated By-laws of Unitil Corporation, filed as Exhibit 3.1 to Current Report on Form 8-K dated September 21, 2011, filed on September 26, 2011 (SEC File No. 1-08858)
- *4.6 Unitil Corporation Second Amended and Restated 2003 Stock Plan, filed as Annex 1 to Form DEF 14A, dated March 13, 2012, filed on March 13, 2012 (SEC File No. 1-08858)
- 4.7 Form of Restricted Stock Unit Agreement
- 4.8 Form of Restricted Stock Agreement
- 5.1 Opinion of Gary Epler, Chief Regulatory Counsel to the Company
- 23.1 Consent of Gary Epler (included in the opinion filed as Exhibit 5.1 hereto)
- 23.2 Consent of Caturano and Company, Inc.
- 23.3 Consent of McGladrey LLP
- 24.1 Power of Attorney (included on the signature pages of this registration statement)

* Previously filed and incorporated herein by reference.

Item 9. Undertakings

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, That paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the registration statement is on Form S-8 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Securities and Exchange Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES AND POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Hampton, State of New Hampshire, on this 9th day of November, 2012.

UNITIL CORPORATION

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

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Mark H. Collin his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, from such person and in each person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to the registration statement and any registration statement relating to this registration statement under Rule 462 and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Robert G. Schoenberger</u> Robert G. Schoenberger	Director, Chairman of the Board, Chief Executive Officer and President (Principal Executive Officer)	November 9, 2012
<u>/s/ Mark H. Collin</u> Mark H. Collin	Senior Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer)	November 9, 2012

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<hr/> <i>/s/</i> Laurence M. Brock Laurence M. Brock	Controller and Chief Accounting Officer (Principal Accounting Officer)	November 9, 2012
<hr/> William D. Adams	Director	
<hr/> <i>/s/</i> Robert V. Antonucci Dr. Robert V. Antonucci	Director	November 9, 2012
<hr/> <i>/s/</i> David P. Brownell David P. Brownell	Director	November 9, 2012
<hr/> <i>/s/</i> Michael J. Dalton Michael J. Dalton	Director	November 9, 2012
<hr/> <i>/s/</i> Albert H. Elfner, III Albert H. Elfner, III	Director	November 9, 2012
<hr/> <i>/s/</i> Edward F. Godfrey Edward F. Godfrey	Director	November 9, 2012
<hr/> <i>/s/</i> Michael B. Green Michael B. Green	Director	November 9, 2012
<hr/> <i>/s/</i> Eben S. Moulton Eben S. Moulton	Director	November 9, 2012
<hr/> M. Brian O' Shaughnessy	Director	
<hr/> <i>/s/</i> Sarah P. Voll Dr. Sarah P. Voll	Director	November 9, 2012

EXHIBIT INDEX

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- 24.1 Power of Attorney (included on the signature pages of this registration statement)

* Previously filed and incorporated herein by reference

RESTRICTED STOCK UNIT AGREEMENT

This Restricted Stock Unit Agreement (the "Agreement"), dated as of _____, 20__, between Unitil Corporation (the "Company") and _____, a director of the Company (the "Director").

WITNESSETH THAT:

WHEREAS, the Company maintains the Unitil Corporation Second Amended and Restated 2003 Stock Plan (the "Plan"); and

WHEREAS, the Nominating and Governance Committee (the "Committee") of the Board of Directors of the Company has approved the grant of an Award of Restricted Stock Units to the Director upon the terms and subject to the conditions of the Plan and this Agreement;

NOW, THEREFORE, IT IS AGREED, by and between the Company and the Director as follows:

1. **Definitions.** Capitalized terms used herein but not defined shall have the meanings set forth in the Plan.

2. **Grant of Award.** The Company hereby grants to the Director an Award of _____ Restricted Stock Units. The Restricted Stock Units are notional units of measurement denominated in Shares (i.e., one Restricted Stock Unit is equivalent in value to one Share), which represent an unfunded, unsecured obligation of the Company. The Award granted hereby shall be subject to the terms and conditions set forth in this Agreement and the Plan, a copy of which the Grantee acknowledges having received.

3. **Vesting.** The Restricted Stock Units will be 100% vested at grant.

4. **Payment.** The Restricted Stock Units will be settled by payment to the Director as soon as practicable (but in all events within 30 days) following the Director's "separation from service" (as that term is used in Code Section 1.409A)); provided, that in the event that the Director is a "specified employee" for purposes of Code Section 409A on the date of separation from service, payment with respect to the Restricted Stock Units will be made on the first business date following the date that is six months after the date of such separation from service (or, if earlier than the end of such six-month period, the date of death of the Director). The Restricted Stock Units shall be paid 70% in Shares (with one Share paid with respect to each Restricted Stock Unit) and 30% in cash (with such cash payment with respect to each Restricted Share Unit to be equal to the Fair Market Value of a Share on the date immediately prior to the payment date).

5. **Restrictions.** The Director may not sell, assign, transfer, pledge or otherwise dispose of or encumber any of the Restricted Stock Units, or any interest therein. Any purported sale, assignment, transfer, pledge or other disposition or encumbrance in violation of this Agreement will be void and of no effect.

6. Voting and Dividend Equivalents. Unless and until Shares are issued in accordance with Section 4 hereof, the Director shall have no rights of a shareholder of the Company with respect to the Restricted Stock Units or the Shares underlying the Restricted Stock Units, including the right to vote the Restricted Stock Units or the underlying Shares, or to receive dividends. Notwithstanding the foregoing, the Director will be entitled to receive Dividend Equivalents (which shall be converted to additional Restricted Stock Units, as described below) if any regular cash dividends are paid on the Shares and the record date for such dividends occurs when the Restricted Stock Units are outstanding. The amount of Dividend Equivalents earned with respect to each Restricted Stock Unit shall be equal to the dividends (if any) that would have been paid had each Restricted Stock Unit been an outstanding Share on the dividend record date. Dividend Equivalents shall only be earned with respect to regular cash dividends with record dates occurring while the Restricted Stock Units are outstanding. Dividend Equivalents shall be converted to additional Restricted Stock Units (with such additional Restricted Stock Units subject to all of the terms and conditions of this Agreement and the Plan), with the number of additional Restricted Stock Units determined by dividing (a) the aggregate Dividend Equivalents earned with respect to this Award on the dividend payment date by (b) the Fair Market Value of a Share on the dividend payment date.

7. No Right to Directorship. Nothing in this Agreement shall confer upon the Director any right to continue to be a Director of the Company or shall interfere with or restrict in any way the rights of the Company to terminate the Director's service.

8. Amendments. This Agreement may be amended or supplemented at any time by the mutual written consent of the parties hereto.

9. Governing Law. The laws of the State of New Hampshire shall govern the interpretation, validity and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflict of laws.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors, assigns and heirs of the respective parties.

11. Notices. All notices and other communications relating to this Agreement shall be written and shall be delivered personally or sent by registered or certified first-class mail, postage prepaid and return receipt required, addressed as follows: if to the Company, to the Company's executive offices at 6 Liberty Lane West, Hampton, NH 03842-1720, attention: Corporate Secretary, and if to the Director or his successor, to the address last furnished by the Director to the Company. Each notice and communication shall be deemed to have been given when received by the Company or the Director.

12. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

13. Titles and Interpretation. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of the Agreement. The masculine pronoun shall include the feminine and neuter and the singular shall include the plural, when the context so indicates.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

UNITIL CORPORATION

By: _____

Name: _____

Title: _____

DIRECTOR

By: _____

Name: _____

RESTRICTED STOCK AGREEMENT

This Restricted Stock Agreement (the "Agreement"), dated as of _____, 20__, between Unutil Corporation (the "Company") and _____, an employee of the Company (the "Employee").

WITNESSETH THAT:

WHEREAS, the Company maintains the Unutil Corporation Second Amended and Restated 2003 Stock Plan (the "Plan"); and

WHEREAS, the Compensation Committee (the "Committee") of the Board of Directors of the Company has approved the grant of an Award of Restricted Stock to the Employee upon the terms and subject to the conditions of the Plan and this Agreement;

NOW, THEREFORE, IT IS AGREED, by and between the Company and the Employee as follows:

1. Grant of Award. The Company hereby grants to the Employee an Award of _____ shares (the "Restricted Shares") of the Company's common stock, no par value (the "Shares"), upon the terms and subject to the conditions set forth in this Agreement and the Plan. The Plan is hereby incorporated herein by reference as a part of this Agreement.

2. Representations of Employee. The Employee hereby (i) accepts the award of the Restricted Shares described in paragraph 1; (ii) agrees that the Restricted Shares will be held by him and his successors subject to (and will not be disposed of except in accordance with) all of the restrictions, terms and conditions contained in this Agreement; (iii) represents that he is acquiring the Restricted Shares for investment and not with a view to or for resale or distribution thereof; and (iv) agrees that any certificates issued for the Restricted Shares may bear the following legend or such other legend as the Company, from time to time, deems appropriate:

"The transfer of the Shares represented by this certificate is restricted by the terms of a Restricted Stock Agreement dated as of _____, 20__, a copy of which is on file at the Company's principal office; no transfer of the Shares represented by this certificate shall be valid or effective until the conditions with respect to such transfer contained in the Agreement have been met."

3. Vesting. 25% of the Restricted Shares shall become fully vested and nonforfeitable on each of _____, 20__, _____, 20__, _____, 20__, and _____, 20__, provided the Employee still is, and since the date of this Agreement has continuously been, employed by the Company as of such dates.

4. Restrictions. The Employee may not sell, assign, transfer, pledge or otherwise dispose of or encumber any of the Restricted Shares, or any interest therein, and the Restricted Shares shall be subject to forfeiture, until the Employee's rights in such Shares have vested in accordance with this Agreement (the period of time until the Restricted Shares have vested is referred to as the "Period of Restriction"). Any purported sale, assignment, transfer, pledge or other disposition or encumbrance in violation of this Agreement will be void and of no effect.

5. Voting and Dividends. Except as provided in this paragraph, with respect to the Restricted Shares, the Employee shall have all of the rights of a shareholder of the Company, including the right to vote the Restricted Shares during the Period of Restriction. Any cash dividends paid on any Restricted Shares during the Period of Restriction shall not be contingent upon vesting of the Restricted Shares to which they relate. In the event any non-cash dividends or other distributions, whether in property, or stock of another company, are paid on any Restricted Shares during the Period of Restriction, such non-cash dividends or other distributions payable to the Employee shall be retained by the Company and not delivered to the Employee until such time as the Period of Restriction on the shares with respect to which such non-cash dividends or other distributions have been paid shall have lapsed and such shares become fully vested and not subject to forfeiture to the Company. Such non-cash dividends or distributions with respect to the Restricted Shares shall be paid to the Employee upon the lapse of the restrictions or retained by the Company in the event the Restricted Shares on which such non-cash dividends or other distributions were paid are forfeited to the Company. Any Shares issued pursuant to Section 4.2 of the Plan with respect to the Restricted Shares shall be treated as additional Restricted Shares and shall be subject to the same restrictions and other terms and conditions that apply with respect to, and shall vest or be forfeited at the same time as, the Restricted Shares with respect to which such Shares are issued.

6. Forfeiture. Upon termination of employment with the Company for any reason except death, retirement or Disability, the Employee shall forfeit all unvested Restricted Shares, and shall not receive any compensation for such forfeited Restricted Shares. The Employee shall have no further rights as a shareholder of the Company with respect to the forfeited Restricted Shares, including, without limitation, any right to receive any distribution payable to shareholders of record on or after the date of such forfeiture.

7. Registration and Stock Power. As soon as practicable after the date of this Agreement, the Company shall issue the Restricted Shares (in certificated or uncertificated form), which shall be registered in the Employee's name and shall bear whatever legend the Committee shall determine, including, but not limited to, the legend set forth in paragraph 2. The Employee shall execute appropriate stock powers in blank and such other documents as the Company shall prescribe.

8. Withholding and Notification of Section 83(b) Election. The Company shall have the right to deduct or withhold, or require the Employee to remit to the Company, an amount in cash (or in Shares, subject to Section 14.2 of the Plan) sufficient to cover any tax, including any Federal, state or local income or employment tax, required by to be withheld or otherwise deducted and paid with respect to such the Restricted Shares or the vesting thereof. The Employee agrees to notify the Company if he makes the election provided for in Section 83(b) of the Internal Revenue Code of 1986, as amended, with respect to the Restricted Shares.

9. No Right to Employment. Nothing in this Agreement shall confer upon the Employee any right to continue in the employ of the Company or shall interfere with or restrict in any way the rights of the Company to terminate the Employee's employment.

10. Amended. This Agreement may be amended or supplemented at any time by the mutual written consent of the parties hereto.

11. Governing Law. The laws of the State of New Hampshire shall govern the interpretation, validity and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflict of laws.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors, assigns and heirs of the respective parties.

13. Notices. All notices and other communications required or permitted under this Agreement shall be written and shall be delivered personally or sent by registered or certified first-class mail, postage prepaid and return receipt required, addressed as follows: if to the Company, to the Company's executive offices at 6 Liberty Lane West, Hampton, NH 03842-1720, attention: Corporate Secretary, and if to the Employee or his successor, to the address last furnished by the Employee to the Company. Each notice and communication shall be deemed to have been given when received by the Company or the Employee.

14. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

15. Titles and Defined Terms. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of the Agreement. The masculine pronoun shall include the feminine and neuter and the singular shall include the plural, when the context so indicates. Unless otherwise indicated herein, terms with initial capital letters shall have the meanings given to them in the Plan.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

UNITIL CORPORATION

By: _____

Name: _____

Title: _____

EMPLOYEE

By: _____

Name: _____



November 9, 2012

Unitil Corporation
6 Liberty Lane West
Hampton, New Hampshire 03842-1720

Re: Unitil Corporation – Registration Statement on Form S-8

Ladies and Gentlemen:

I am Chief Regulatory Counsel for Unitil Service Corp. In my capacity as Chief Regulatory Counsel, I advise and represent Unitil Corporation (the “Company”) and its regulated subsidiaries in a broad range of corporate, business and regulatory matters. As a result, I have current knowledge of the legal activities of the Company. I have served in such capacity in connection with the filing by the Company with the U.S. Securities and Exchange Commission (the “Commission”) of a registration statement on Form S-8 filed on the date hereof (the “Registration Statement”) under the Securities Act of 1933, as amended (the “Act”), for the registration of 500,000 shares of common stock, no par value, of the Company (the “Shares”) to be issued pursuant to the Company’s Second Amended and Restated 2003 Stock Plan (the “Plan”).

In my capacity as Chief Regulatory Counsel, I am generally familiar with the proceedings taken and proposed to be taken by the Company in connection with the authorization and issuance of the Shares. In rendering the opinion set forth herein, I have examined, am familiar with, and relied on originals or copies, certified or otherwise identified to my satisfaction, of such documents, corporate records, certificates of officers of the Company and of public officials and such other instruments as I have deemed necessary or appropriate as a basis for the opinion expressed below, including (i) the Registration Statement, (ii) the Articles of Incorporation of the Company, as amended, as certified by the Secretary of State of the State of New Hampshire, (iii) the Amended and Restated By-Laws of the Company, certified to me by the Secretary of the Company to be true, correct, and complete as of the date hereof, and (iv) certain resolutions of the Board of Directors of the Company relating to the Shares and related matters. In addition, I have examined originals (or copies certified or otherwise identified to my satisfaction) of such other agreements,

Gary Epler
Chief Regulatory Counsel

6 Liberty Lane West
Hampton, NH 03842-1720

Phone: 603-773-6440
Fax: 603-773-6640
Email: epler@unitil.com

instruments, certificates, documents and records and have reviewed such questions of law, and made such inquiries, as I have deemed necessary or appropriate for the purposes of the opinion rendered herein. In my examination, I have assumed the genuineness of all signatures and the conformity to original documents of all copies submitted to me. I have also assumed the regularity of the Company's corporate proceedings. As to various questions of fact material to the opinion, I have relied on statements and certificates of officers and representatives of the Company and public officials.

Based upon and subject to the foregoing, and subject to the limitations set forth below, I am of the opinion that the Shares will be validly issued, fully paid and non-assessable when:

- the Registration Statement shall have become, and for so long as it shall remain, effective for the purpose of the issuance and sale of the Shares; and
- issued pursuant to and in accordance with the Plan and any applicable award agreements.

In rendering the foregoing opinion, I express no opinion as to the laws of any jurisdiction other than the New Hampshire Business Corporation Act.

I consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to me under the heading "Interests of Named Experts and Counsel" in the Registration Statement. In giving such consent, I do not hereby admit that I am in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission.

Sincerely,

/s/ Gary Epler
Gary Epler
Chief Regulatory Counsel

cc: Mark Collin, Senior Vice President, Chief Financial Officer

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of Unitil Corporation and subsidiaries of the report of Caturano and Company, P.C. (whose name has since been changed to Caturano and Company, Inc.) dated February 10, 2010, relating to the consolidated financial statements of Unitil Corporation and subsidiaries (the Company) for the year ending December 31, 2009, appearing in the Annual Report of the Company on Form 10-K for the year ended December 31, 2011 and to the reference to our Firm under the caption "Interests of Named Experts and Counsel" in this Registration Statement.

/s/ Caturano and Company, Inc.
Boston, Massachusetts
November 9, 2012

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of Unitil Corporation and subsidiaries of our report dated February 1, 2012, relating to our audits of the consolidated financial statements as of December 31, 2011 and 2010 and for the years then ended and the effectiveness of internal control over financial reporting as of December 31, 2011, included in the Annual Report on Form 10-K of Unitil Corporation and subsidiaries for the year ended December 31, 2011.

We also consent to the reference to our firm under the caption "Interests of Named Experts and Counsel" in this Registration Statement.

/s/ McGladrey LLP
Boston, Massachusetts
November 9, 2012