

## Exhibit GOL-7

AGREEMENT

This Agreement, dated as of the 2<sup>nd</sup> day of August, 2002, is by and between NSTAR Electric & Gas Corporation ("NSTAR E&G"), a Massachusetts corporation having its principal place of business in Boston, Massachusetts and NSTAR Steam Corporation ("NSTAR Steam"), a Massachusetts corporation having a principal place of business in Boston, Massachusetts.

RECITALS

1. NSTAR E&G and NSTAR Steam are affiliates of Cambridge Electric Light Company ("CEL").
2. CEL is party to those certain documents of even date (the "Blackstone Station Sale Documents") pursuant to which CEL has agreed to sell the land and buildings located at Blackstone Street and Western Avenue in Cambridge, Massachusetts to President and Fellows of Harvard College ("Harvard").
3. NSTAR Steam has historically operated a steam production facility at Blackstone Station on a portion of the premises which are to be sold by CEL to Harvard.
4. NSTAR Steam has agreed as part of the Blackstone Station Sale Documents to enter into an Operating Agreement with Harvard pursuant to which NSTAR Steam has agreed to operate the Blackstone Station steam production facility for a term of one year.
5. NSTAR E&G is the employer of all of NSTAR's subsidiary companies' employees, including NSTAR Steam.

6. NSTAR E&G and NSTAR Steam wish to enter into an Agreement pursuant to which NSTAR E&G will continue to provide the services of its employees so that NSTAR Steam may fulfill its obligations under the proposed Operating Agreement between NSTAR Steam and Harvard.

NOW THEREFORE, in consideration of the mutual promises set forth herein, NSTAR E&G and NSTAR Steam do hereby agree as follows:

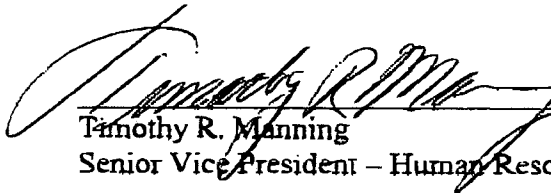
1. Term. The term of this Agreement shall commence as of the date that Harvard takes legal title to the Blackstone Station steam production facilities and shall continue for a period of one year.
2. NSTAR E&G's Obligations. NSTAR E&G shall continue to provide all necessary labor under the same general terms as are currently being provided as of the date of this Agreement in order that NSTAR Steam may fulfill its obligations under the proposed Operating Agreement between NSTAR Steam and Harvard.
3. Payment for Services. In consideration of the provision by NSTAR E&G of its labor services hereunder, NSTAR Steam shall pay NSTAR E&G an amount equal to all of the costs of NSTAR E&G in fulfilling its obligations hereunder. Such costs shall be calculated and billed at the costs and in accordance with the existing procedures that are used as of the date of this Agreement, subject to periodic increases and other adjustments.
4. Severance, retraining and out-placement Costs. Pursuant to the terms of the Operating Agreement between NSTAR Steam and Harvard, NSTAR E&G may

incur severance, retraining and out-placement costs resulting from the performance of the Operating Agreement, all as is set forth in such Operating Agreement. NSTAR Steam acknowledges that as part of its obligations hereunder it shall reimburse NSTAR E&G for the full costs of any and all such severance costs, including any administrative or other costs and fees that might be incurred by NSTAR E&G as a result thereof.

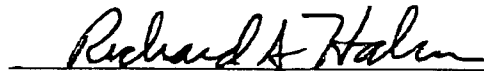
5. Miscellaneous. This Agreement sets forth the entire Agreement between NSTAR E&G and NSTAR Steam with respect to the subject matter set forth herein, may only be amended by an Agreement in writing, shall be construed in accordance with the Laws of the Commonwealth of Massachusetts and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, NSTAR E&G and NSTAR Steam have caused this Agreement to be executed in duplicate by their respective officers thereto duly authorized on the date and year first written above.

NSTAR ELECTRIC & GAS CORPORATION

  
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Timothy R. Manning  
Senior Vice President - Human Resources

NSTAR STEAM CORPORATION

  
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Richard S. Hahn  
President and Chief Operating Officer