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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of Earliest Event Reported):

September 6, 2005

Hubbell Incorporated

(Exact name of registrant as specified in its charter)

Connecticut

1-2958

06-0397030

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(I.R.S. Employer
Identification No.)

584 Derby Milford Road, Orange, Connecticut

06477

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

203 799 4100

Not Applicable

Former name or former address, if changed since last report

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 1.01 Entry into a Material Definitive Agreement.

On September 6, 2005, Hubbell Incorporated ("Hubbell") announced the appointment of David G. Nord as its Senior Vice President and Chief Financial Officer, effective upon commencement of Mr. Nord's employment which is expected to occur on September 16, 2005 (the actual date of commencement of employment being the "Commencement Date"). In connection with such appointment Hubbell and Mr. Nord entered into a letter agreement dated August 24, 2005 (the "Agreement"), attached hereto as Exhibit 99.1, pursuant to which Mr. Nord will receive a base salary of \$375,000 per year, subject to future adjustments based upon performance and assigned responsibilities. Mr. Nord will also be eligible for a bonus pursuant to Hubbell's discretionary annual incentive program, with a target bonus for 2005 of 70% of his base salary (see Hubbell Incorporated Incentive Compensation Plan 2005 Annual Incentive Guidelines filed as an Exhibit to Hubbell's Form 8-K on February 24, 2005) with a minimum guaranteed bonus of \$220,000 for 2005. Upon the Commencement Date he will be granted restricted stock with a fair market value equal to \$1,100,000 pursuant to the terms of Hubbell's 2005 Incentive Award Plan. Such restricted stock will vest over a period of three years in equal annual installments on each anniversary of the Commencement Date. Mr. Nord has been approved for participation in the Hubbell Supplemental Executive Retirement Plan and will participate in other benefit plans and fringe benefit programs provided by Hubbell to its senior executives. In the event that Mr. Nord's employment is terminated within the first two years of his employment, other than for cause (as defined in the Agreement) or he resigns for "good reason" (as defined in the Agreement) he will be entitled to receive severance equal to twelve months base salary and continuation of his health and life insurance benefits for twelve months. In addition, in such event two-thirds of his restricted stock grant will vest.

Upon the Commencement Date Mr. Nord will also enter into a continuity agreement, which will provide severance benefits in the event of a termination of his employment under certain circumstances following certain change in control events. Mr. Nord's continuity agreement will be substantially similar to the Continuity Agreements entered into with Hubbell's other executive officers as described in more detail on Hubbell's Form 8-K filed on March 15, 2005.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

The disclosure set forth under Item 1.01 is incorporated herein by reference. Gregory Covino, who has been serving as Interim Chief Financial Officer, will resume his position as Corporate Controller and will report to Mr. Nord.

Item 7.01 Regulation FD Disclosure.

Attached hereto as Exhibit 99.2 and incorporated herein by reference is a copy of the press release issued by Hubbell dated September 6, 2005 including the announcement with respect to Mr. Nord. This information shall not be deemed to be filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or incorporated by reference into any filing under the Securities Act of 1933 or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits.

Exhibit No. Document Description

99.1 Letter Agreement dated August 24, 2005 between Hubbell Incorporated and David G. Nord

99.2 Press Release dated September 6, 2005

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.

Hubbell Incorporated

September 6, 2005

By: /s/ Richard W. Davies

Name: Richard W. Davies
Title: Vice President, General Counsel and Secretary

Exhibit Index

Exhibit No.	Description
99.1	Letter Agreement dated August 24, 2005 between Hubbell Incorporated and David G. Nord
99.2	Press Release dated September 6, 2005

August 24, 2005

Mr. David G. Nord
16 Oak Bluff
Avon, CT 06001

Dear Dave.

I am pleased to confirm my revised offer to you to join Hubbell Incorporated as Senior Vice President and Chief Financial Officer, reporting to me in my capacity as Chairman of the Board President and CEO. As we have discussed, once we are both in agreement with the terms of this offer, I will present it to our Board of Directors for final confirmation and approval. Your starting base salary will be at the annual rate of \$375,000 payable monthly (\$31,250 per month). We review base salaries annually with future increases dependent upon performance and assigned responsibilities.

As a key executive, you will be eligible for our discretionary annual incentive program. Bonuses are determined by the Compensation Committee of the Board of Directors and are normally paid in February for the previous fiscal (calendar) year, subject to audit approval. Your target percentage of base salary for bonus is 70% (see enclosed copy of the Hubbell Incorporated Incentive Compensation Plan 2005 Annual Incentive Guidelines) and for the bonus for the calendar year ending December 31, 2005, you will receive a minimum guaranteed bonus of \$220,000.

You will also be eligible for non-qualified stock option grant consideration in December 2005 at levels commensurate with your position and performance and grants to other senior executives. Also, subsequent grant recommendations will reflect your participation at levels commensurate with your position and performance and grants to other senior executives. However, under our new 2005 Incentive Award Plan approved by our shareholders in May, 2005, in lieu of the non-qualified option grant shares, you could receive a different mix of long-term awards (e.g. restricted stock, performance units, etc.). In the event we use a different long-term compensation mix, you will receive such mix as reflects the conversion rate(s) that are applied to other Company senior executives. Our customary vesting schedule for non-qualified stock option grants has been one-third on the first anniversary date of the grant, an additional one-third on the second anniversary date of the grant, and another one-third on the third anniversary date of the grant. Vesting for awards in December, 2005 for all Company senior executives is unknown at this time and will be at the discretion of the Compensation Committee. However, vesting for awards you would receive will be commensurate for your position and performance and grants to other Company senior executives.

In addition, the Compensation Committee has approved a restricted stock grant under our 2005 Incentive Award Plan in an amount equal to the equivalent value of the unvested stock options you currently have been granted by your present employer (\$1,100,000 in value). This award would vest one-third on the first anniversary date of the grant, an additional one-third on the second anniversary date of the grant, and another one-third on the third anniversary date of the grant.

You will be eligible to participate in our benefit program for salaried employees, the first day of the month following a thirty (30) day waiting period, upon joining Hubbell. These programs include: medical, dental, personal life, dependent life, personal accident, and long term disability coverages, plus the Hubbell Incorporated Employee Savings and Investment Plan, a 401(k) savings and investment plan which includes a 50% employer match for every dollar that you contribute up to 6%. In addition, this plan includes an annual Company discretionary profit sharing contribution. In 2004, this contribution was 4.25% of pensionable earnings.

In addition, the Compensation Committee has approved your participation in our Supplemental Executive Retirement Plan (SERP) which vests 6% per year for each of 10 years subject to appropriate offsets.

You will also participate in the Company's management continuity program at the level commensurate with your position (see the enclosed format of your Agreement).

A Company automobile will also be provided per policy (\$49,500) (see enclosed copy of the Hubbell Corporate Headquarters Human Resources Policy Providing Company Vehicle for Key Executive Personnel).

You will be entitled to four weeks of vacation per calendar year, pro rated for the year 2005.

You will also be entitled to the fringe benefits commensurate with your job description (financial counseling and country club dues.)

While certainly not anticipated, should the Company terminate your employment other than for cause (as defined below) or you terminate your employment for “good reason” (as defined below) within the first two (2) years of your employment date, (i) severance will be paid to you (in twelve equal monthly payments) in an amount equal to your then current base salary (during the first year, \$375,000) and (ii) two-thirds (2/3) of the restricted stock grant referenced in the fourth paragraph of this letter will vest as of the date of separation of employment. Any medical, dental, employee life insurance or flexible spending account benefits applicable to you during your employment will continue for the twelve (12) month severance period as well. This payment will not be made, however, should termination be for “cause” or if you terminate other than for “good reason”. Your employment may be terminated for “cause”, in the event of (i) your willful misconduct of a material nature or violation of material written policies (as identified in Schedule I attached hereto and made a part hereof) of the Company, (ii) your willful failure to perform the duties of your job (other than by reason of disability), or (iii) your conviction or a plea of no contest or guilty to a felony or other crime involving moral turpitude. You may terminate your employment for “good reason” because of (i) a material reduction in your duties, responsibilities or authority, or (ii) a reduction in your base salary or target bonus incentive, other than a reduction in salary or target bonus incentive as a result of an adjustment in the salaries and bonus incentives generally applicable to senior management of the Company.

We have performed, to our satisfaction, a full reference and background check. We have also confirmed your passing the routine physical examination and drug screening.

I am confident that your move to Hubbell will be mutually rewarding. I look forward to the opportunity of working with you. We anticipate that you will be joining us on September 16, 2005.

Sincerely,

/s/ Timothy H. Powers

Timothy H. Powers
Chairman of the Board,
President and Chief Executive Officer

Agreed and Accepted this 29th day of August, 2005

/s/ David G. Nord
David G. Nord

Schedule I Material Written Policies

1. Conflicts of Interest Policy, Business Ethics Policy and Use of Undisclosed Information Statement (14 pages). Effective 12/02/03;
2. Sexual Harassment Policy (2 pages) Effective 4/1/92 with attached 2-pg. “Statement of Hubbell Harassment Policy”;
3. Hubbell Incorporated Computer and Data Communication Use Policy (7 pages) dated: October 27, 2000;
4. Hubbell Incorporated Memorandum re: Reporting and Liability Provisions of Section 16 of the Securities Exchange Act (14 pages in total) dated August 26, 2002;
5. Legal Compliance Policy and Environmental Policy Statement (5 pages total including cover memo dated 1/1 0/2005 and;
6. Policy Regarding Trades and Securities, and Treatment of Confidential Information, by Directors, Officers and Designated Company Personnel (15 pages in total including cover memo dated 3/14/2005).

Date:

September 6, 2005 NEWS RELEASE

For Release:

IMMEDIATELY

Hubbell Incorporated
584 Derby-Milford Road

P. O. Box 549

Orange, CT 06477

203-799-4100

Contact: **Thomas R. Conlin**

HUBBELL NAMES DAVID G. NORD
AS CHIEF FINANCIAL OFFICER

ORANGE, CT. (September 6, 2005) – Hubbell Incorporated (NYSE: HUBA, HUBB) today announced that David G. Nord will join the Company on September 16, 2005, as Senior Vice President and Chief Financial Officer. Mr. Nord, 47, will report to Timothy H. Powers, Chairman, President and Chief Executive Officer, and will be responsible for leading Hubbell's financial functions including treasury, taxes, accounting, business development, real estate, and financial reporting and controls.

Mr. Nord will join Hubbell from Hamilton Sundstrand Corporation, a United Technologies company, where he served as Chief Financial Officer after progressing through financial positions of increasing responsibility. Prior to that, he held financial positions with the Pittston Company and Deloitte & Touche LLP.

“Dave brings a breadth of knowledge and accomplishment to our Company,” said Tim Powers, “his strong accounting background and industry related experience make him a perfect fit for this essential leadership role.”

Mr. Nord holds a B.S. in Accounting from The University of Hartford and a Certified Public Accounting (CPA) accreditation. He will be based at Hubbell's corporate headquarters in Orange, CT.

Gregory Covino, who had been serving as Interim Chief Financial Officer, will resume his position as Corporate Controller and will report to Mr. Nord.

Hubbell Incorporated is an international manufacturer of quality electrical and electronic products for commercial, industrial, residential, utility, and telecommunications markets. With 2004 revenues of \$2.0 billion, Hubbell Incorporated operates manufacturing facilities in North America, Puerto Rico, Mexico, Brazil, Italy, Switzerland, and the United Kingdom, participates in a joint venture in Taiwan, and maintains sales offices in Singapore, Hong Kong, South Korea, People's Republic of China, and the Middle East.

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