UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10Q

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2008

o **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission File Number 1-2958

HUBBELL INCORPORATED
(Exact name of registrant as specified in its charter)

State of Connecticut	**06-0397030**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
584 Derby Milford Road, Orange, CT	**06477**
(Address of principal executive offices)	(Zip Code)

(203) 799-4100
(Registrant's telephone number, including area code)

N/A
(Former name, former address and former fiscal year, if changed since last report.)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No o

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 ☑	Accelerated filer o	Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes o No ☑

The number of shares outstanding of the Class A Common Stock and Class B Common Stock as of July 18, 2008 were 7,169,798 and 48,942,111, respectively.

HUBBELL INCORPORATED

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PART I — FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

HUBBELL INCORPORATED
Condensed Consolidated Statement of Income
(unaudited)
(in millions, except per share amounts)

	Three Months Ended June 30		Six Months Ended June 30	
	2008	2007	2008	2007
Net sales	$ 689.6	$ 640.8	$ 1,317.5	$ 1,266.5
Cost of goods sold	479.7	453.5	920.2	906.2
Gross profit	209.9	187.3	397.3	360.3
Selling & administrative expenses	114.9	109.3	227.0	218.4
Operating income	95.0	78.0	170.3	141.9
Interest expense, net	(5.5)	(3.9)	(10.1)	(8.0)
Other (expense) income, net	(1.0)	0.9	(2.1)	0.4
Total other expense, net	(6.5)	(3.0)	(12.2)	(7.6)
Income before income taxes	88.5	75.0	158.1	134.3
Provision for income taxes	27.0	21.7	48.2	39.3
Net income	$ 61.5	$ 53.3	$ 109.9	$ 95.0
Earnings per share				
Basic	$ 1.10	$ 0.90	$ 1.96	$ 1.60
Diluted	$ 1.09	$ 0.89	$ 1.94	$ 1.58
Average number of common shares outstanding				
Basic	55.8	59.4	56.2	59.5
Diluted	56.4	60.2	56.7	60.3
Cash dividends per common share	$ 0.35	$ 0.33	$ 0.68	$ 0.66

See notes to unaudited condensed consolidated financial statements.

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HUBBELL INCORPORATED
Condensed Consolidated Balance Sheet
(unaudited)
(in millions)

	June 30, 2008	December 31, 2007
ASSETS		
Current Assets		
Cash and cash equivalents	$ 218.0	$ 77.5
Accounts receivable, net	383.4	332.4
Inventories, net	331.7	322.9
Deferred taxes and other	61.5	55.2
Total current assets	994.6	788.0
Property, Plant, and Equipment, net	332.6	327.1
Other Assets		
Investments	35.2	39.2
Goodwill	532.5	466.6
Intangible assets and other	269.7	242.5
Total Assets	$ 2,164.6	$ 1,863.4
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities		
Short-term debt	$ —	$ 36.7
Accounts payable	182.8	154.0
Accrued salaries, wages and employee benefits	47.3	58.6
Dividends payable	19.7	19.2
Accrued insurance	53.5	46.7
Other accrued liabilities	107.1	104.3
Total current liabilities	410.4	419.5
Long-Term Debt	497.2	199.4
Other Non-Current Liabilities	174.2	161.9
Total Liabilities	1,081.8	780.8
Shareholders' Equity	1,082.8	1,082.6
Total Liabilities and Shareholders' Equity	$ 2,164.6	$ 1,863.4

See notes to unaudited condensed consolidated financial statements.

HUBBELL INCORPORATED
Condensed Consolidated Statement of Cash Flows
(unaudited)
(in millions)

	Six Months Ended June 30	
	2008	2007
Cash Flows from Operating Activities		
Net income	$ 109.9	$ 95.0
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	30.4	29.9
Deferred income taxes	2.5	(1.9)
Stock-based compensation	5.3	5.3
Tax benefit on stock-based awards	(0.7)	(4.4)
Changes in assets and liabilities:		
Increase in accounts receivable	(43.3)	(31.1)
Decrease in inventories	—	23.4
Increase in current liabilities	26.3	39.7
Changes in other assets and liabilities, net	(5.6)	—
Contribution to defined benefit pension plans	(2.3)	(16.8)
Other, net	2.6	0.3
Net cash provided by operating activities	125.1	139.4
Cash Flows from Investing Activities		
Capital expenditures	(24.0)	(33.0)
Acquisition of businesses, net of cash acquired	(103.3)	(2.8)
Purchases of available-for-sale investments	(12.0)	(29.5)
Proceeds of available-for-sale investments	15.8	29.2
Other, net	2.6	3.9
Net cash used in investing activities	(120.9)	(32.2)
Cash Flows from Financing Activities		
Commercial paper borrowings, net	(36.7)	0.9
Payment of short-term debt	—	(5.1)
Issuance of long-term debt	297.7	—
Debt issuance costs	(2.2)	—
Payment of dividends	(37.6)	(39.6)
Proceeds from exercise of stock options	7.3	33.7
Tax benefit on stock-based awards	0.7	4.4
Acquisition of common shares	(95.6)	(88.7)
Other, net	—	0.5
Net cash provided by (used in) financing activities	133.6	(93.9)
Effect of foreign currency exchange rate changes on cash and cash equivalents	2.7	1.2
Increase in cash and cash equivalents	140.5	14.5
Cash and cash equivalents		
Beginning of period	77.5	45.3
End of period	$ 218.0	$ 59.8

See notes to unaudited condensed consolidated financial statements.

HUBBELL INCORPORATED
Notes to Condensed Consolidated Financial Statements
(unaudited)

1. Basis of Presentation

The accompanying unaudited condensed consolidated financial statements of Hubbell Incorporated ("Hubbell", the "Company", "registrant", "we", "our" or "us", which references shall include its divisions and subsidiaries) have been prepared in accordance with generally accepted accounting principles for interim financial information. Accordingly, they do not include all of the information and footnotes required by accounting principles generally accepted in the United States of America ("U.S.") for complete financial statements. In the opinion of management, all adjustments considered necessary for a fair statement of the results of the periods presented have been included. Operating results for the six months ended June 30, 2008 are not necessarily indicative of the results that may be expected for the year ending December 31, 2008.

The balance sheet at December 31, 2007 has been derived from the audited financial statements at that date but does not include all of the information and footnotes required by accounting principles generally accepted in the U.S. for complete financial statements.

For further information, refer to the consolidated financial statements and footnotes thereto included in the Hubbell Current Report on Form 8-K dated May 28, 2008.

Recent Accounting Pronouncements

In December 2007, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standard ("SFAS") No. 141(R) "Business Combinations", which replaces SFAS No. 141. SFAS No. 141(R) establishes principles and requirements for how an acquirer in a business combination recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, and any controlling interest; recognizes and measures the goodwill acquired in the business combination or a gain from a bargain purchase; and determines what information to disclose to enable users of the financial statements to evaluate the nature and financial effects of the business combination. SFAS No. 141(R) is to be applied prospectively to business combinations for which the acquisition date is on or after an entity's fiscal year that begins after December 15, 2008. The Company is currently evaluating the requirements of SFAS No. 141(R) and the impact that this standard will have on its financial statements.

In December 2007, the FASB issued SFAS No. 160 "Noncontrolling Interests in Consolidated Financial Statements — an amendment to ARB No. 51". SFAS No. 160 establishes accounting and reporting standards that require the ownership interest in subsidiaries held by parties other than the parent be clearly identified and presented in the consolidated balance sheet within equity, but separate from the parent's equity; the amount of consolidated net income attributable to the parent and the noncontrolling interest be clearly identified and presented on the face of the consolidated statement of earnings; and changes in a parent's ownership interest while the parent retains its controlling financial interest in its subsidiary be accounted for consistently. This statement will be applicable to the Company on January 1, 2009. The Company is currently evaluating the impact that this standard will have on its financial statements.

In March 2008, the FASB issued SFAS No. 161 "Disclosures about Derivative Instruments and Hedging Activities — an amendment of SFAS 133". SFAS No. 161 is intended to improve financial reporting about derivative instruments and hedging activities by requiring enhanced disclosures to enable investors to better understand their effects on an entity's financial position, financial performance, and cash flows. This statement will be applicable to the Company on January 1, 2009. The Company is currently evaluating the impact that this standard will have on its financial statements.

In April 2008, the FASB issued FASB Staff Position ("FSP") 142-3 "Determination of the Useful Life of Intangible Assets". FSP 142-3 amends the factors that should be considered in developing renewal or extension assumptions used to determine the useful life of a recognized intangible asset under SFAS No. 142, "Goodwill and Other Intangible Assets". FSP 142-3 will be applicable to the Company on January 1, 2009. The Company is currently evaluating the impact that FSP 142-3 will have on its financial statements.

In May 2008, the FASB issued SFAS No. 162 "The Hierarchy of Generally Accepted Accounting Principles". SFAS No. 162 identifies the sources of accounting principles and the framework for selecting the principles to be used in the preparation of financial statements of nongovernmental entities that are presented in conformity with generally accepted accounting principles. SFAS No. 162 is effective 60 days following the Securities and Exchange Commission's approval of the Public Company Accounting Oversight Board Auditing amendments to AU Section 411, "*The Meaning of* Present Fairly in Conformity with Generally Accepted Accounting Principles." This statement will not have an impact on the Company's financial statements.

In May 2008, the FASB issued SFAS No. 163 "Accounting for Financial Guarantee Insurance Contracts — an interpretation of FASB Statement No. 60". SFAS No. 163 requires that an insurance enterprise recognize a claim liability prior to an event of default (insured event) when there is evidence that credit deterioration has occurred in an insured financial obligation. SFAS No. 163 also clarifies how Statement 60 applies to financial guarantee insurance contracts, including the recognition of measurement to be used to account for premium revenue and claim liabilities. This statement will be applicable to the Company on January 1, 2009. The Company does not anticipate this standard will have a material impact on its financial statements.

In June 2008, the FASB issued FSP Emerging Issues Task Force ("EITF") 03-6-1, "Determining Whether Instruments Granted in Share-Based Payment Transactions Are Participating Securities". FSP EITF 03-6-1 clarified that all outstanding unvested share-based payment awards that contain rights to nonforfeitable dividends participate in undistributed earnings with common shareholders. Awards of this nature are considered participating securities and the two-class method of computing basic and diluted earnings per share must be applied. FSP EITF 03-6-1 will be applicable to the Company on January 1, 2009. The Company is currently evaluating the impact that FSP EITF 03-6-1 will have on its financial statements.

2. Segment Information

During the first quarter of 2008, the Company realigned its internal organization and operating segments. This reorganization included combining the electrical products business (included in the Electrical segment) and the industrial technology business (previously its own reporting segment) into one operating segment. This combined operating segment is part of the Electrical reporting segment. Effective for the first quarter of 2008, the Company's reporting segments consist of the Electrical segment and the Power segment. Previously reported data has been restated to reflect this change.

The following table sets forth financial information by business segment (in millions):

	Net Sales		Operating Income		Operating Income as a % of Net Sales	
	2008	2007	2008	2007	2008	2007
Three Months Ended June 30,						
Electrical	$ 506.8	$ 484.0	$ 63.9	$ 53.7	12.6%	11.1%
Power	182.8	156.8	31.1	24.3	17.0%	15.5%
Total	$ 689.6	$ 640.8	$ 95.0	$ 78.0	13.8%	12.2%
Six Months Ended June 30,						
Electrical	$ 977.1	$ 945.8	$ 113.9	$ 92.4	11.7%	9.8%
Power	340.4	320.7	56.4	49.5	16.6%	15.4%
Total	$ 1,317.5	$ 1,266.5	$ 170.3	$ 141.9	12.9%	11.2%

3. Business Acquisitions

In January 2008, the Company purchased all of the outstanding common stock of Kurt Versen, Inc. (“Kurt Versen”) for $100.2 million in cash. Located in Westwood, New Jersey, Kurt Versen manufactures specification-grade lighting fixtures for a full range of office, commercial, retail, government, entertainment, hospitality and institution applications. The acquisition enhances the Company’s position in the key spec-grade downlighting market. Kurt Versen has been added to the lighting business within the Electrical segment and the results of operations after January 11, 2008 are included in the Consolidated Financial Statements.

The Company is in the process of finalizing the determination of fair values of the underlying assets and liabilities and, as a result, the allocations of purchase price related to the acquisition discussed above are preliminary. The following table summarizes the preliminary allocation of the purchase price to estimated fair values of the assets acquired and liabilities assumed as of January 11, 2008, (in millions):

Total purchase price including transaction expenses, net of cash acquired	$ 100.2
Fair value assigned to assets acquired	$ 16.9
Fair value of liabilities assumed	(5.4)
Amounts assigned to intangible assets	31.7
Amount allocated to goodwill	57.0
Total allocation	$ 100.2

The fair value assigned to net assets acquired primarily relates to accounts receivable, inventory and fixed assets. Intangible assets identified primarily consist of tradenames and agent relationships. The tradenames are being amortized over a period of 30 years and the agent relationships are being amortized over a period of 15 years. The excess of purchase price over the fair values of assets acquired, liabilities assumed and identifiable intangible assets has been allocated to goodwill. Approximately one quarter of the goodwill will be deductible for tax purposes. The Kurt Versen acquisition is not expected to have a material impact on the Company’s financial statements.

In March 2008, the Company purchased a product line which manufactures rough-in electrical products for approximately $3.1 million. This acquisition has been added to the electrical products business within the Electrical segment.

In March 2007, the Company purchased a small Brazilian manufacturing business for $2.1 million. This acquisition has been added to the Power segment and has been integrated into the Company’s Brazilian operations.

In October 2007, the Company purchased all of the outstanding common stock of PCORE Electric Company, Inc. (“PCORE”) for $50.1 million in cash. PCORE was added to the Power segment and the results of operations after October 1, 2007 are included in the Consolidated Financial Statements. PCORE, located in LeRoy, New York, is a leading manufacturer of high voltage condenser bushings. These products are used in the electric utility infrastructure.

The following table summarizes the final fair values of the assets acquired and liabilities assumed as of the purchase date for PCORE, (in millions):

Total purchase price including transaction expenses, net of cash acquired	$ 50.1
Fair value assigned to assets acquired	$ 16.2
Fair value of liabilities assumed	(9.6)
Amounts assigned to intangible assets	15.1
Amount allocated to goodwill	28.4
Total allocation	$ 50.1

The fair value assigned to net assets acquired primarily relates to accounts receivable, inventory, fixed assets and deferred taxes. Intangible assets identified primarily consist of tradenames and customer lists. The tradenames are being amortized over a period of 30 years and customer lists are being amortized over a period of 20 years. The excess of purchase price over the fair values of assets acquired, liabilities assumed and identifiable intangible assets has been allocated to goodwill. Approximately one quarter of the goodwill will be deductible for tax purposes. The PCORE acquisition is not expected to have a material impact on the Company's financial statements.

4. Inventories

Inventories are comprised of the following (in millions):

	June 30, 2008	December 31, 2007
Raw material	$ 110.2	$ 106.6
Work-in-process	71.5	62.2
Finished goods	232.4	227.7
	414.1	396.5
Excess of FIFO over LIFO cost basis	(82.4)	(73.6)
Total	$ 331.7	$ 322.9

5. Goodwill and Other Intangible Assets

Changes in the carrying amounts of goodwill for the six months ended June 30, 2008, by segment, were as follows (in millions):

	Segment		
	Electrical	Power	Total
Balance December 31, 2007	$ 256.4	$ 210.2	$ 466.6
Acquisitions	57.0	6.4	63.4
Translation adjustments	1.1	1.4	2.5
Balance June 30, 2008	$ 314.5	$ 218.0	$ 532.5

The acquisition amounts relate to the purchase of Kurt Versen in January 2008 in the Electrical segment and the purchase of PCORE in October 2007 in the Power segment.

The Company's policy is to perform its annual goodwill impairment testing in the second quarter of each year unless circumstances dictate the need for more frequent assessments. In the second quarter of 2008, this testing resulted in implied fair values for each reporting unit which exceeded the reporting units carrying value, including goodwill. Consequently, there were no impairments of goodwill.

The carrying value of other intangible assets included in Intangible assets and other in the Condensed Consolidated Balance Sheet, is as follows (in millions):

	June 30, 2008		December 31, 2007	
	Gross Amount	Accumulated Amortization	Gross Amount	Accumulated Amortization
Definite-lived:				
Tradenames and other	$ 74.8	$ (6.0)	$ 44.3	$ (4.6)
Relationships and other	42.5	(10.3)	39.0	(8.6)
Total	117.3	(16.3)	83.3	(13.2)
Indefinite-lived:				
Tradenames	20.6	—	20.6	—
Total	$ 137.9	$ (16.3)	$ 103.9	$ (13.2)

Amortization expense associated with these intangible assets in the first six months of 2008 was $2.9 million. Amortization expense associated with these assets for the full year is expected to be $6.1 million in 2008, $6.4 million in 2009, $6.2 million for 2010 and 2011, and $6.0 million for the year thereafter.

6. Debt

During the second quarter, the Company completed the sale of $300 million of long-term, senior, unsecured notes maturing in 2018 and bearing interest at the rate of 5.95%. The proceeds, net of discount, from the note issuance were used to pay down commercial paper borrowings and for general corporate purposes. In connection with the issuance of the notes, the Company entered into a forward interest rate lock to hedge its exposure to fluctuations in treasury rates, which resulted in a gain of approximately $1.2 million during the quarter. This amount has been recorded, net of tax, in other comprehensive income and will be amortized over the life of the notes.

In October 2007, the Company entered into a revised five year, $250 million revolving credit facility to replace the previous $200 million facility which was scheduled to expire in October 2009. In the first quarter of 2008, the Company exercised its option to expand the revolving credit facility from $250 million to $350 million. At June 30, 2008 the $350 million committed bank credit facility had not been drawn against as it remains a backup to the Company's commercial paper program which is the Company's principal source of short-term borrowings. The interest rate applicable to borrowings under the credit agreement is either the prime rate or a surcharge over LIBOR. The expiration date of this credit agreement is October 31, 2012. The covenants of this facility require that shareholders' equity be greater than $675 million and that total debt not exceed 55% of total capitalization (defined as total debt plus total shareholders' equity). The Company is in compliance with all debt covenants at June 30, 2008. Annual commitment fee requirements to support availability of the credit facility are not material.

7. Shareholders' Equity

Shareholders' equity is comprised of the following (in millions, except per share amounts):

	June 30, 2008	December 31, 2007
Common stock, $.01 par value:		
Class A — authorized 50.0 shares; issued and outstanding 7.2 and 7.4 shares	$ 0.1	$ 0.1
Class B — authorized 150.0 shares; issued and outstanding 48.9 and 50.5 shares	0.5	0.5
Additional paid-in capital	10.9	93.3
Retained earnings	1,034.5	962.7
Accumulated other comprehensive income:		
Pension and post retirement benefit plan adjustment, net of tax	6.7	6.1
Cumulative translation adjustment	29.5	21.1
Unrealized gain on investment, net of tax	0.1	0.2
Cash flow hedge gain (loss), net of tax	0.5	(1.4)
Total Accumulated other comprehensive income	36.8	26.0
Total Shareholders' equity	$ 1,082.8	$ 1,082.6

Additional paid-in capital has been reduced by $95.6 million in connection with the acquisition of common shares, offset by increases of $8.0 million of stock option activity, including tax benefits, and $5.3 million of stock-based compensation.

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8. Comprehensive Income

Total comprehensive income and its components are as follows (in millions):

	Three Months Ended June 30		Six Months Ended June 30	
	2008	2007	2008	2007
Net income	$ 61.5	$ 53.3	$ 109.9	$ 95.0
Foreign currency translation adjustments	4.0	8.4	8.4	10.1
Amortization of net prior service costs and net actuarial losses, net of tax	0.3	0.4	0.6	0.9
Change in unrealized gain on investments, net of tax	(0.3)	(0.1)	(0.1)	(0.1)
Change in unrealized losses (gains) on cash flow hedges, net of tax	0.6	(0.9)	1.9	(0.9)
Comprehensive income	$ 66.1	$ 61.1	$ 120.7	$ 105.0

9. Earnings Per Share

The following table sets forth the computation of earnings per share for the three and six months ended June 30, 2008 and 2007 (in millions, except per share amounts):

	Three Months Ended June 30		Six Months Ended June 30	
	2008	2007	2008	2007
Net income	$ 61.5	$ 53.3	$ 109.9	$ 95.0
Weighted average number of common shares outstanding — Basic	55.8	59.4	56.2	59.5
Potential dilutive shares	0.6	0.8	0.5	0.8
Average number of shares outstanding — Diluted	56.4	60.2	56.7	60.3
Earnings per share of common stock:				
- Basic	$ 1.10	$ 0.90	$ 1.96	$ 1.60
- Diluted	$ 1.09	$ 0.89	$ 1.94	$ 1.58

For the three and six months ended June 30, 2008 and 2007, there were 0.8 and 0.3 million, respectively, of common stock equivalents which are considered anti-dilutive and have been excluded from the calculation of earnings per diluted share. In addition, 1.3 and 0.8 million of stock appreciation rights were excluded from the calculation of earnings per diluted share for the three and six months ended June 30, 2008 and 2007, respectively, as the effect would be anti-dilutive.

10. Pension and Other Benefits

The following table sets forth the components of pension and other benefits cost for the three and six months ended June 30, (in millions):

	Pension Benefits		Other Benefits	
	2008	2007	2008	2007
Three Months Ended June 30, Components of net periodic benefit cost				
Service cost	$ 3.9	$ 4.3	$ 0.1	$ 0.1
Interest cost	9.1	8.2	0.4	0.4
Expected return on plan assets	(12.0)	(10.6)	—	—
Amortization of prior service cost	0.1	(0.1)	—	—
Amortization of actuarial losses	0.3	0.5	—	—
Net periodic benefit cost	$ 1.4	$ 2.3	$ 0.5	$ 0.5
Six Months Ended June 30, Components of net periodic benefit cost				
Service cost	$ 7.8	$ 8.7	$ 0.1	$ 0.1
Interest cost	18.1	16.3	0.9	0.9
Expected return on plan assets	(24.0)	(21.1)	—	—
Amortization of prior service cost	0.1	(0.2)	(0.1)	(0.1)
Amortization of actuarial losses	0.6	1.0	—	—
Net periodic benefit cost	$ 2.6	$ 4.7	$ 0.9	$ 0.9

Employer Contributions

The Company does not expect to make a contribution to its qualified domestic defined benefit pension plans in 2008. The Company anticipates contributing approximately $9 million to its foreign plans during 2008, of which $2.3 million has been contributed through June 30, 2008.

11. Guarantees

The Company accrues for costs associated with guarantees when it is probable that a liability has been incurred and the amount can be reasonably estimated. The most likely costs to be incurred are accrued based on an evaluation of currently available facts and, where no amount within a range of estimates is more likely, the minimum is accrued.

As of June 30, 2008, the Company had 18 individual forward exchange contracts, each for the purchase of $1.0 million U.S. which have various expiration dates through June 2009. These contracts were entered into to hedge the exposure to fluctuating rates of foreign currency exchange on inventory purchases. These contracts have been designated as cash flow hedges in accordance with SFAS No. 133, “Accounting for Derivative Instruments and Hedging Activities,” as amended.

The Company offers a product warranty which covers defects on most of its products. These warranties primarily apply to products that are properly used for their intended purpose, installed correctly, and properly maintained. The Company generally accrues estimated warranty costs at the time of sale. Estimated warranty expenses are based upon historical information such as past experience, product failure rates, or the number of units to be repaired or replaced. Adjustments are made to the product warranty cost accrual as claims are incurred or as historical experience indicates. The product warranty cost accrual is reviewed for reasonableness on a quarterly basis and is adjusted as additional information regarding expected warranty costs becomes known. Changes in the accrual for product warranties in the first six months of 2008 are set forth below (in millions):

Balance at December 31, 2007	$ 6.1
Provision	0.9
Expenditures/other	(1.4)
Balance at June 30, 2008	$ 5.6

12. Fair Value Measurement

In September 2006, the FASB issued SFAS No. 157, “Fair Value Measurements”. SFAS No. 157 provides enhanced guidance for using fair value to measure assets and liabilities and expands disclosure with respect to fair value measurements. This statement was originally effective for fiscal years beginning after November 15, 2007. In February 2008, the FASB issued FSP 157-2 which allowed companies to elect a one year deferral of adoption of SFAS No. 157 for nonfinancial assets and nonfinancial liabilities that are recognized or disclosed at fair value in the financial statements on a non-recurring basis. The Company has adopted SFAS No. 157 as of January 1, 2008, with the exception of the application of the statement to non-recurring nonfinancial assets and nonfinancial liabilities. Non-recurring nonfinancial assets and nonfinancial liabilities for which the Company has not applied the provisions of SFAS No. 157 include those measured at fair value in goodwill impairment testing, indefinite lived intangibles measured at fair value for impairment testing, asset retirement obligations initially measured at fair value, long lived asset impairment assessments as well as those initially measured at fair value in a business combination.

SFAS No. 157 establishes a valuation hierarchy for disclosure of the inputs to valuation used to measure fair value. This hierarchy prioritizes the inputs into three broad levels as follows. Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities. Level 2 inputs are quoted prices for similar assets and liabilities in active markets or inputs that are observable for the asset or liability, either directly or indirectly. Level 3 inputs are unobservable inputs in which little or no market data exists, therefore requiring a company to develop its own assumptions.

As of June 30, 2008, the only Company financial assets and liabilities impacted by SFAS No. 157 were long-term investments (specifically available-for-sale securities) and forward exchange contracts.

The fair value measurements related to these financial assets are summarized as follows:

	June 30, 2008	Quoted Prices in Active Markets for Identical Assets (Level 1)	Quoted Prices in Active Markets for Similar Assets (Level 2)
Available-for-sale securities	$ 34.9	$ 34.9	$ —
Forward exchange contracts	0.3	—	0.3
Total Assets	$ 35.2	$ 34.9	$ 0.3

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS
EXECUTIVE OVERVIEW OF THE BUSINESS

Our Company is primarily engaged in the design, manufacture and sale of quality electrical and electronic products for a broad range of non-residential and residential construction, industrial and utility applications. During the first quarter of 2008, the Company realigned its internal organization and operating segments. This reorganization included combining the electrical products business (included in the Electrical segment) and the industrial technology business (previously its own reporting segment) into one operating segment. This combined operating segment is part of the Electrical reporting segment. Effective in the first quarter of 2008, the Company's reporting segments consist of the Electrical segment and the Power segment. Previously reported data has been restated to reflect this change. Results for the quarter by segment are included under "Segment Results" within this Management's Discussion and Analysis.

In 2007, we executed a business strategy with three primary areas of focus that resulted in operating margins increasing by 210 basis points compared to 2006. In 2008, we plan to continue to execute this strategy with an additional focus on revenue growth as outlined below:

- ***Price Realization***

  During the past several years, we experienced significant increases in the cost of commodity raw materials used in the production of our products including steel, copper, aluminum and zinc, as well as in certain purchased electronic components such as ballasts. As a result, multiple increases in the selling prices of our products were announced and implemented during this time period. We believe that these cost increases were recovered in 2007 and we expect to maintain price and commodity cost parity in 2008. However, commodity and energy costs, particularly steel and oil, remain volatile and may not be fully offset with pricing increases.

- ***Cost Containment***

  Global sourcing. We remain focused on expanding our global product and component sourcing and supplier cost reduction program. We continue to consolidate suppliers, utilize reverse auctions, and partner with vendors to shorten lead times, improve quality and delivery and reduce costs.

  Freight and Logistics. Transporting our products from suppliers, to warehouses, and ultimately to our customers, is a major cost to our Company. We see opportunities to further reduce costs and increase the effectiveness of our freight and logistics processes including capacity utilization and network optimization.

- ***Productivity***

  We will continue to leverage the benefits of the SAP system implementation, including standardizing best practices in inventory management, production planning and scheduling to improve manufacturing throughput and reduce costs. In addition, value-engineering efforts and product transfers are also expected to contribute to our productivity improvements. We plan to continue to further reduce lead times and improve service levels to our customers.

  Working Capital Efficiency. Working capital efficiency is principally measured as the percentage of trade working capital (inventory plus accounts receivable, less accounts payable) divided by annual net sales. We will continue to focus on improving our working capital efficiency with a continued emphasis in the inventory area.

  Transformation of business processes. We will continue our long-term initiative of applying lean process improvement techniques throughout the enterprise, with particular emphasis on reducing supply chain complexity to eliminate waste and improve efficiency and reliability.

- ***Revenue Growth***

  Organic Growth. The Company demonstrated strong pricing discipline in the marketplace throughout 2007 in an effort to recover higher commodity costs. The pricing emphasis was critical to our margin improvement in 2007, but did result in some loss of market share. In 2008, we will continue to maintain pricing discipline but also will look to expand market share through a greater emphasis on new product introductions and better leverage of sales and marketing efforts across the organization.

  Acquisitions. In 2007, we spent a total of $52.9 million on acquisitions and related costs. All 2007 acquisitions were in the Power segment. In January of 2008, we acquired a lighting business for approximately $100 million that has been added to our Electrical segment. These businesses are expected to add approximately $70 million in annual net sales. Our ability to finance substantial growth continues to be strong and we expect to pursue potential acquisitions that would enhance our core businesses.

Results of Operations

Summary of Consolidated Results (in millions, except per share data):

	Three Months Ended June 30				Six Months Ended June 30			
	2008	% of Net sales	2007	% of Net sales	2008	% of Net sales	2007	% of Net sales
Net sales	$ 689.6		$ 640.8		$ 1,317.5		$ 1,266.5	
Cost of goods sold	479.7		453.5		920.2		906.2	
Gross profit	209.9	30.4%	187.3	29.2%	397.3	30.2%	360.3	28.4%
Selling & administrative expenses	114.9	16.7%	109.3	17.1%	227.0	17.2%	218.4	17.2%
Operating income	95.0	13.8%	78.0	12.2%	170.3	12.9%	141.9	11.2%
Net Income	61.5	8.9%	53.3	8.3%	109.9	8.3%	95.0	7.5%
Earnings per share — diluted	$ 1.09		$ 0.89		$ 1.94		$ 1.58	

Net Sales

Net sales for the second quarter of 2008 of $689.6 million increased 8% compared to the second quarter of 2007 led by our power and electrical product businesses. Net sales for the first six months of 2008 of $1,317.5 million increased 4% versus the comparable period of 2007. The increase in both periods was primarily due to acquisitions and selling price increases partially offset by the decline in residential market sales. We estimate that acquisitions added approximately three percentage points to net sales in both the second quarter and year-to-date 2008 compared with the same periods of 2007. In addition, selling price increases accounted for approximately one to two percentage points of net sales in the second quarter and first six months of 2008 versus the comparable periods of 2007. The favorable impact of currency translation on sales was approximately 1% in the second quarter and first six months of 2008 versus the comparable periods of 2007.

Sales to the retail and residential market decreased approximately 17% and 19% in the second quarter and first six months of 2008, respectively, compared to the same periods in 2007 primarily resulting from the decline in the U.S. housing market. Residential sales represented approximately 10% of the Company’s consolidated net sales for the first six months of 2008.

Gross Profit

The consolidated gross profit margin in the second quarter of 2008 increased to 30.4% compared to 29.2% in the second quarter of 2007. On a year-to-date basis, 2008 gross profit margin increased to 30.2% compared to 28.4% for the first six months of 2007. The increases in both the quarter and year-to-date were primarily due to the favorable effects of productivity improvements, including lower freight and logistics costs, higher selling prices and the favorable impact of acquisitions.

Selling & Administrative Expenses ("S&A")

S&A expenses increased in the second quarter and first six months of 2008 versus the comparable periods in 2007 primarily due to the added S&A expenses of the businesses acquired, higher commissions, and increased advertising. As a percentage of net sales, S&A expenses of 16.7% in the second quarter of 2008 were lower than the 17.1% reported in the second quarter of 2007 due to cost containment initiatives including lower headcount and lower spending on professional services as well as better leveraging of fixed costs on higher sales. Year-to-date S&A expenses as a percentage of sales of 17.2% were unchanged from the comparable period of 2007.

Other Income/Expense

In the second quarter and first six months of 2008, interest expense increased versus the comparable periods in 2007 due to higher average outstanding commercial paper borrowings in 2008 compared to 2007. In addition, higher interest expense was incurred as the Company entered into a $300 million bond offering during the second quarter of 2008 to support strategic growth initiatives. Other expense, net was impacted by net foreign currency transaction losses in the second quarter and first six months of 2008 compared to net foreign currency transaction gains in the comparable periods of 2007.

Income Taxes

The effective tax rate in the second quarter and first six months of 2008 was 30.5%. This compares to 28.9% and 29.3% in the second quarter and first six months of 2007, respectively. The effective tax rates in both the second quarter and first six months of 2008 versus the comparable periods of 2007 reflect a higher year-over-year annual effective tax rate estimate primarily as a result of higher U.S. earnings. In addition, the effective tax rates in both the second quarter and first six months of 2007 reflect a benefit associated with the research and development tax credit which was not reflected in the first six months of 2008. The research and development tax credit expired as of December 31, 2007.

Net Income and Earnings Per Share

Net income and earnings per share increased in the second quarter and first six months of 2008 compared to the second quarter and first six months of 2007. The increase in both net income and earnings per share in both periods reflects higher sales and operating income, including the favorable impact of acquisitions, partially offset by higher net interest expense and a higher effective tax rate. In addition, the increase in earnings per share reflects a reduction in average shares outstanding in the second quarter and first six months of 2008 compared to the second quarter and first six months of 2007 due to shares repurchased under our stock repurchase programs, net of employee stock option exercises.

Segment Results

Electrical

	Three Months Ended June 30 (In millions)		Six Months Ended June 30 (In millions)	
	2008	2007	2008	2007
Net sales	$506.8	$484.0	$977.1	$945.8
Operating income	63.9	53.7	113.9	92.4
Operating margins	12.6%	11.1%	11.7%	9.8%

Net sales in the Electrical segment increased 5% and 3% in the second quarter and first six months of 2008, respectively, versus the comparable periods of 2007 due to the favorable impact of the Kurt Versen acquisition and selling price increases, partially offset by weaker residential product sales. Within the segment, wiring product sales increased slightly in both the second quarter and first six months of 2008 versus the comparable periods of 2007 due to favorable foreign currency translation and increased demand for energy management controls and sensors largely offset by weaker overall market demand. Sales of electrical products increased by approximately 15% and 11% in the second quarter and first six months of 2008, respectively, due to strong demand for harsh and hazardous and high voltage instrumentation products, selling price increases and favorable foreign currency translation. Sales of lighting products decreased slightly in the second quarter and year-to-date versus the comparable periods of 2007 due to lower residential volume largely offset by the acquisition of Kurt Versen and selling price increases. Sales of residential lighting fixtures were lower by approximately 23% and 22% in the second quarter and first six months of 2008, respectively, versus the comparable periods of 2007 as a result of a decline in the U.S. residential construction market. Selling price increases in both the second quarter and first six months of 2008 resulted in approximately one to two percentage points of higher sales versus the comparable periods of 2007.

Operating income and operating margin in the segment improved in both the second quarter and first six months of 2008 versus the comparable periods of 2007 primarily due to selling price increases, productivity improvements and the favorable impact of the Kurt Versen acquisition. Operating income and operating margins at wiring increased slightly in the second quarter of 2008 versus the comparable period of 2007 due to modestly higher sales and productivity improvements largely offset by higher commodity costs. Year-to-date operating income and operating margins at wiring decreased slightly in the first six months of 2008 compared to the first six months of 2007 due to higher commodity costs partially offset by productivity improvements. Operating income and margins rose at electrical products in the second quarter and first six months of 2008 versus the comparable periods of 2007 due to higher sales and a favorable product mix of higher margin harsh and hazardous products and strong performance from our high voltage businesses. Lighting product operating income and operating margins expanded in the second quarter and year-to-date 2008 compared to the second quarter and first six months of 2007 due to selling price increases, the acquisition of Kurt Versen and productivity improvements partially offset by lower margins for the residential business due to lower volume.

Power

	Three Months Ended June 30		Six Months Ended June 30	
	2008	2007	2008	2007
	(In millions)		(In millions)	
Net sales	$182.8	$156.8	$340.4	$320.7
Operating income	31.1	24.3	56.4	49.5
Operating margins	17.0%	15.5%	16.6%	15.4%

Net sales in the Power segment in the second quarter of 2008 increased 17% compared to the second quarter of 2007. The sales increase in the quarter was due to stronger market demand, the PCORE acquisition and selling price increases. For the first six months of 2008, net sales in the segment increased 6% compared with the same period of 2007 primarily as a result of the acquisition and selling price increases. The PCORE acquisition completed in the fourth quarter of 2007 added approximately five percentage points to sales in both the second quarter and first six months of 2008 versus the comparable periods of 2007. In addition, we estimate that price increases added approximately two percentage points to sales in the second quarter and first six months of 2008 versus the comparable periods of 2007. Operating income increased 28% in the second quarter of 2008 compared to the second quarter of 2007 due to higher sales, productivity improvements and the impact of the PCORE acquisition. Operating income and margin increased in the first six months of 2008 versus the comparable period of 2007 due to productivity improvements including lower costs from strategic sourcing, selling price increases, the impact of the acquisition and a favorable product sales mix.

OUTLOOK

Our outlook for 2008 in key areas is as follows:

Sales

We expect overall growth in 2008 net sales versus 2007 to be in a range of 4%-6%. Sales increases compared to 2007 are expected to be led by our Power segment, while the Electrical segment should experience more modest growth primarily due to significantly lower residential lighting fixture sales. The impact of selling price increases and acquisitions should each comprise approximately two to three percentage points of the year-over-year sales growth.

Operating Results

Full year 2008 operating profit margin is expected to increase one percentage point compared to 2007. In 2008, we will continue to focus on the same objectives that resulted in an improved operating margin in 2007: price, productivity and cost, as well as a focus on revenue growth. We expect the pricing actions taken in 2007 and the first half of 2008, as well as additional planned increases, will offset higher levels of raw material commodity costs and higher energy related costs. However, commodity and energy costs, particularly steel and oil, are expected to remain volatile and further increases in these costs in 2008 may not be fully offset with price increases. In addition, productivity efforts including expansion of global product sourcing initiatives, improved factory productivity and lean process improvement projects are expected to benefit operating margins.

Taxation

We estimate the effective tax rate in 2008 will be approximately 30.5% compared with 26.7% reported in 2007. The 2007 effective tax rate included a favorable tax benefit of 1.9 percentage points as a result of the finalization of an IRS examination of the Company's 2004 and 2005 tax returns. The additional increase in 2008 is due to an anticipated higher level of U.S. taxable income and the expiration of the research and development tax credit in 2007 which has not been reinstated.

Earnings Per Share

Earnings per diluted share is expected to be in the range of $3.70 — $3.90. Included in this range is approximately seven cents of incremental interest expense associated with a $300 million 10-year bond offering that the Company entered into during the second quarter of 2008 to support strategic growth initiatives.

Cash Flow

We expect to increase working capital efficiency in 2008 primarily as a result of improvements in inventory management. Capital spending in 2008 is expected to be approximately $60-$65 million. We expect spending from a combination of share repurchases and/or acquisitions in 2008 to approximate $250-$350 million. Free cash flow (defined as cash flow from operations less capital spending) in 2008 is expected to approximate net income.

Growth

Our growth strategy contemplates acquisitions in our core businesses. The rate and extent to which appropriate acquisition opportunities become available, acquired companies are integrated and anticipated cost savings are achieved can affect our future results. In 2008 we anticipate investing in acquisitions, as evidenced by the $100 million acquisition of a lighting business in January 2008. However, actual spending may vary depending upon the timing and availability of appropriate acquisition opportunities.

FINANCIAL CONDITION, LIQUIDITY AND CAPITAL RESOURCES

Cash Flow

	Six Months Ended June 30	
	2008	2007
	(In Millions)	
Net cash provided by (used in):		
Operating activities	$ 125.1	$ 139.4
Investing activities	(120.9)	(32.2)
Financing activities	133.6	(93.9)
Effect of foreign currency exchange rate changes on cash and cash equivalents	2.7	1.2
Net change in cash and cash equivalents	$ 140.5	$ 14.5

Cash provided by operating activities for the six months ended June 30, 2008 decreased versus the comparable period in 2007 primarily as a result of higher working capital, partially offset by lower contributions to defined benefit pension plans and higher net income. Working capital changes during the first six months of 2008 resulted in a use of cash of $17.0 million compared to cash provided of $32.0 million in the first six months of the prior year, primarily due to increases in accounts receivable.

Investing activities used cash of $120.9 million in the first six months of 2008 compared to cash used of $32.2 million during the comparable period in 2007. This increase is primarily due to the $100 million acquisition of Kurt Versen in January 2008. This spending was partially offset by lower capital expenditures and higher net proceeds from the sale of investments. Financing activities provided cash of $133.6 million in the first six months of 2008 compared to a $93.9 million use of cash during the comparable period in 2007 as a result of the $300 million debt offering completed during the second quarter of 2008 partially offset by higher net commercial paper repayments, higher levels of share repurchases and costs associated with the debt offering.

Investments in the Business

Investments in our business include both normal expenditures required to maintain the operations of our equipment and facilities as well as expenditures in support of our strategic initiatives.

In the first six months of 2008, we used cash of $24.0 million for capital expenditures, a decrease of $9.0 million from the comparable period of 2007. This decrease is the result of the completion of the new lighting headquarters in the first quarter of 2007.

In the first six months of 2008, we invested $103.3 million in acquisitions. This amount includes the acquisition of Kurt Versen and the acquisition of a small electrical products product line, both of which were added to the Electrical segment.

In February 2007, the Board of Directors approved a stock repurchase program and authorized the repurchase of up to $200 million of the Company’s Class A and Class B Common Stock. The February 2007 program was completed in February 2008. In December 2007, the Board of Directors approved a new stock repurchase program and authorized the repurchase of up to $200 million of Class A and Class B Common Stock to be completed over a two year period. This program was implemented upon completion of the February 2007 program. Stock repurchases are being completed through open market and privately negotiated transactions. We have spent $95.6 million on the repurchase of common shares in the first six months of 2008. As of June 30, 2008, a total of $162.0 million remains authorized for future repurchases under the December 2007 program.

Debt to Capital

Net debt, defined as total debt less cash and investments, is a non-GAAP measure that may not be comparable to definitions used by other companies. We consider net debt to be more appropriate than total debt for measuring our financial leverage as it better measures our ability to meet our funding needs.

	June 30, 2008	December 31, 2007
	(In Millions)	
Total Debt	$ 497.2	$ 236.1
Total Shareholders' Equity	1,082.8	1,082.6
Total Capital	$ 1,580.0	$ 1,318.7
Debt to Total Capital	31%	18%
Cash and Investments	$ 253.2	$ 116.7
Net Debt	$ 244.0	$ 119.4

The ratio of debt to total capital at June 30, 2008 increased to 31% compared with 18% at December 31, 2007 primarily due to higher levels of long-term debt.

At June 30, 2008 the Company's debt consisted entirely of long-term notes totaling $497.2 million, net of unamortized discount. These fixed rate notes, with amounts of $200 million and $300 million due in 2012 and 2018, respectively, are not callable and are only subject to accelerated payment prior to maturity if we fail to meet certain non-financial covenants, all of which were met at June 30, 2008.

Liquidity

We measure liquidity on the basis of our ability to meet short-term and long-term operational funding needs, fund additional investments, including acquisitions, and make dividend payments to shareholders. Significant factors affecting the management of liquidity are cash flows from operating activities, capital expenditures, cash dividend payments, stock repurchases, access to bank lines of credit and our ability to attract long-term capital with satisfactory terms.

In March 2008, we exercised our option to expand our revolving credit facility from $250 million to $350 million. At June 30, 2008 the $350 million committed bank credit facility had not been drawn against as it remains a backup to our commercial paper program. Although not the principal source of liquidity, we believe our credit facility is capable of providing significant financing flexibility at reasonable rates of interest. However, a significant deterioration in the results of our operations or cash flows, leading to deterioration in financial condition, could either increase our borrowing costs or restrict our ability to borrow. We have not entered into any other guarantees that could give rise to material unexpected cash requirements.

During the second quarter, the Company completed the sale of $300 million of long-term, senior, unsecured notes maturing in 2018 and bearing interest at the rate of 5.95%. The proceeds from the note issuance were used to pay down commercial paper borrowings and for general corporate purposes. In connection with the issuance of the notes, the Company entered into a forward interest rate lock to hedge its exposure to fluctuations in treasury rates, which resulted in a gain of approximately $1.2 million during the quarter. This amount has been recorded, net of tax, in other comprehensive income and will be amortized over the life of the notes.

In June 2008, the Company's Board of Directors approved an increase in the common stock dividend rate from $0.33 to $0.35 per share per quarter.

We have contractual obligations for long-term debt, operating leases, purchase obligations, and certain other long-term liabilities that were summarized in a table of Contractual Obligations in our Current Report on Form 8-K dated May 28, 2008.

Since December 31, 2007, there were no material changes to our contractual obligations.

Internal cash generation together with currently available cash and investments, available borrowing facilities and an ability to access credit lines, if needed, are expected to be sufficient to fund operations, the current rate of cash dividends, capital expenditures, and any increase in working capital that would be required to accommodate a higher level of business activity. We actively seek to expand by acquisition as well as through the growth of our current businesses. While a significant acquisition may require additional debt and/or equity financing, we believe that we would be able to obtain additional financing based on our favorable historical earnings performance and strong financial position.

Critical Accounting Estimates

A summary of our critical accounting estimates is included in Management's Discussion and Analysis of Financial Condition and Results of Operations contained in our Current Report on Form 8-K dated May 28, 2008. We are required to make estimates and judgments in the preparation of our financial statements that affect the reported amounts of assets and liabilities, revenues and expenses and related disclosures. We continually review these estimates and their underlying assumptions to ensure they are appropriate for the circumstances. Changes in the estimates and assumptions we use could have a significant impact on our financial results.

Forward-Looking Statements

Some of the information included in this Management's Discussion and Analysis of Financial Condition and Results of Operations, and elsewhere in this Form 10-Q, contain "forward-looking statements" as defined by the Private Securities Litigation Reform Act of 1995. These include statements about capital resources, performance and results of operations and are based on our reasonable current expectations. In addition, all statements regarding anticipated growth or improvement in operating results, or anticipated market conditions, and economic recovery are forward looking. Forward-looking statements may be identified by the use of words, such as "believe", "expect", "anticipate", "intend", "depend", "should", "plan", "estimated", "could", "may", "subject to", "continues", "growing", "prospective", "forecast", "projected", "purport", "might", "if", "contemplate", "potential", "pending," "target", "goals", "scheduled", "will likely be", and similar words and phrases. Discussions of strategies, plans or intentions often contain forward-looking statements. Factors, among others, that could cause our actual results and future actions to differ materially from those described in forward-looking statements include, but are not limited to:

- Changes in demand for our products, market conditions, product quality, or product availability affecting sales levels.
- Changes in markets or competition affecting realization of price increases.
- Failure to achieve projected levels of efficiencies, cost savings and cost reduction measures, including those expected as a result of our lean initiative and strategic sourcing plans.
- The expected benefits and the timing of other actions in connection with our enterprise-wide business system.
- Availability and costs of raw materials, purchased components, energy and freight.
- Changes in expected or future levels of operating cash flow, indebtedness and capital spending.
- General economic and business conditions in particular industries or markets.
- Regulatory issues, changes in tax laws or changes in geographic profit mix affecting tax rates and availability of tax incentives.

- A major disruption in one of our manufacturing or distribution facilities or headquarters, including the impact of plant consolidations and relocations.
- Changes in our relationships with, or the financial condition or performance of, key distributors and other customers, agents or business partners could adversely affect our results of operations.
- Impact of productivity improvements on lead times, quality and delivery of product.
- Anticipated future contributions and assumptions including changes in interest rates and plan assets with respect to pensions.
- Adjustments to product warranty accruals in response to claims incurred, historical experiences and known costs.
- Unexpected costs or charges, certain of which might be outside of our control.
- Changes in strategy, economic conditions or other conditions outside of our control affecting future global product sourcing levels.
- Ability to carry out future acquisitions and strategic investments in our core businesses and costs relating to acquisitions and acquisition integration costs.
- Future repurchases of common stock under our common stock repurchase programs.
- Changes in accounting principles, interpretations, or estimates.
- The outcome of environmental, legal and tax contingencies or costs compared to amounts provided for such contingencies.
- Adverse changes in foreign currency exchange rates and the potential use of hedging instruments to hedge the exposure to fluctuating rates of foreign currency exchange on inventory purchases.
- Other factors described in our Securities and Exchange Commission filings, including the "Business" section and "Risk Factors" section in the Company's Annual Report on Form 10-K for the year ended December 31, 2007.

Any such forward-looking statements are not guarantees of future performances and actual results, developments and business decisions may differ from those contemplated by such forward-looking statements. The Company disclaims any duty to update any forward-looking statement, all of which are expressly qualified by the foregoing, other than as required by law.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

In the operation of its business, the Company has exposures to fluctuating foreign currency exchange rates, availability of purchased finished goods and raw materials, changes in material prices, foreign sourcing issues, and changes in interest rates. As noted throughout Management's Discussion and Analysis, we have seen significant increases in the cost of certain raw materials and components used in our products. In addition, the Company's procurement strategy continues to emphasize an increased level of purchases from international locations, primarily China and India, which subjects the Company to increased political and foreign currency exchange risk. Changes in the Chinese government's policy regarding the value of the Chinese currency versus the U.S. dollar has not had any significant impact on our financial condition, results of operations or cash flows. However, strengthening of the Chinese currency could increase the cost of the Company's products procured from this country. There has been no significant change in the Company's strategies to manage these exposures during the first six months of 2008. For a complete discussion of the Company's exposure to market risk, refer to Item 7A, Quantitative and Qualitative Disclosures about Market Risk, contained in the Company's Annual Report on Form 10-K for the year ending December 31, 2007.

ITEM 4. CONTROLS AND PROCEDURES

The Company maintains disclosure controls and procedures that are designed to ensure that information required to be disclosed under the Securities Exchange Act of 1934, as amended, ("the Exchange Act") is recorded, processed, summarized and reported within the time periods specified and that such information is accumulated and communicated to management, including the Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. There are inherent limitations to the effectiveness of any system of disclosure controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives.

The Company carried out an evaluation, under the supervision and with the participation of management, including the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures pursuant to Exchange Act Rules 13a-15(e) and 15d-15(e), as of the end of the period covered by this report on Form 10-Q. Based upon that evaluation, each of the Chief Executive Officer and Chief Financial Officer concluded that, as of June 30, 2008, the Company's disclosure controls and procedures were effective.

There have been no changes in the Company's internal control over financial reporting that occurred during the Company's most recently completed quarter that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II — OTHER INFORMATION

ITEM 1A. RISK FACTORS

There have been no material changes in the Company's risk factors from those disclosed in the Annual Report on Form 10-K for the year ended December 31, 2007.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

ISSUER PURCHASES OF EQUITY SECURITIES

In February 2007, the Board of Directors approved a stock repurchase program and authorized the repurchase of up to $200 million of the Company's Class A and Class B Common Stock. The February 2007 program was completed in February 2008. In December 2007, the Board of Directors approved a new stock repurchase program and authorized the repurchase of up to $200 million of Class A and Class B Common Stock to be completed over a two year period. This program was implemented upon completion of the February 2007 program. Stock repurchases are being completed through open market and privately negotiated transactions. The status of these plans are listed below:

Period	Total Number of Class A Shares Purchased (000's)	Average Price Paid per Class A Share	Total Number of Class B Shares Purchased (000's)	Average Price Paid per Class B Share	Total Number of Shares Purchased as Part of Publicly Announced Program (000's)	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Dec. 2007 Program (000's)
Balance as of March 31, 2008						$ 165,400
April 2008	12	$ 49.57	—	$ —	12	164,800
May 2008	31	52.30	—	—	31	163,200
June 2008	24	51.28	—	—	24	162,000
Total for the quarter ended June 30, 2008	67	$ 51.46	—	$ —	67	$ 162,000

In August 2007, in connection with the Company's previously announced stock repurchase program, the Company established a prearranged repurchase plan ("10b5-1 Plan") intended to comply with the requirements of Rule 10b5-1 and Rule 10b-18 under the Exchange Act. The 10b5-1 Plan facilitates the ongoing repurchase of the Company's common stock by permitting the Company to repurchase shares during times when it otherwise might be prevented from doing so under insider trading laws or because of self-imposed blackout periods. Pursuant to the 10b5-1 Plan, a broker appointed by the Company has the authority to repurchase, without further direction from the Company, up to 750,000 shares of Class A Common Stock during the period commencing on August 3, 2007 and expiring on August 2, 2008, subject to conditions specified in the 10b5-1 Plan and unless earlier terminated. The Company has repurchased 451,526 shares of Class A Common Stock through June 30, 2008 under this plan. There is no guarantee as to the number of Class A Common Stock that will be repurchased under this plan, and the Company may terminate this plan at any time. Depending upon market conditions, the Company also expects to continue to conduct discretionary repurchases in privately negotiated transactions during its normal trading windows.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

At the Annual Meeting of Shareholders held on May 5, 2008:

1. The following ten (10) individuals were elected directors of the Company for the ensuing year to serve until the next Annual Meeting of Shareholders of the Company and until their respective successors may be elected and qualified, each Director being elected by plurality vote:

Name of Individual	Votes For	Votes Withheld
E. Richard Brooks	166,462,122	1,903,430
George W. Edwards, Jr.	167,596,579	768,973
Anthony J. Guzzi	167,798,357	567,195
Joel S. Hoffman	167,573,573	791,979
Andrew McNally IV	167,236,427	1,129,125
Daniel J. Meyer	167,541,829	823,723
Timothy H. Powers	167,657,656	707,896
G. Jackson Ratcliffe	167,571,497	794,055
Richard J. Swift	167,724,584	640,968
Daniel S. Van Riper	167,763,160	602,392

2. PricewaterhouseCoopers LLP was ratified as independent registered public accountants to examine the annual financial statements for the Company for the year 2008 receiving 167,776,744 affirmative votes, being a majority of the votes cast on the matter all voting as a single class, with 419,880 negative votes and 168,928 abstained.

ITEM 6. EXHIBITS

EXHIBITS

Number	Description
10.rr*†	Continuity Agreement, dated as of July 1, 2008, between Hubbell Incorporated and Darrin S. Wegman.
10.ss*†	Amendment, dated as of July 24, 2008, to Hubbell Incorporated Amended and Restated Continuity Agreement for Gary N. Amato.
31.1*	Certification of Chief Executive Officer Pursuant to Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes — Oxley Act of 2002.
31.2*	Certification of Chief Financial Officer Pursuant to Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes — Oxley Act of 2002.
32.1*	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes — Oxley Act of 2002.
32.2*	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes — Oxley Act of 2002.

* Filed herewith

† This exhibit constitutes a management contract, compensatory plan, or arrangement

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 thereunto duly authorized.

Dated: July 28, 2008	HUBBELL INCORPORATED
/s/ David G. Nord	/s/ Darrin S. Wegman
David G. Nord Senior Vice President and Chief Financial Officer	Darrin S. Wegman Vice President, Controller (Chief Accounting Officer)

CONTINUITY AGREEMENT

This Agreement (the "Agreement") is dated as of July 1, 2008 by and between **HUBBELL INCORPORATED,** a Connecticut corporation (the "Company"), and **Darrin S. Wegman** (the "Executive").

WHEREAS, the Company's Board of Directors considers the continued services of key executives of the Company to be in the best interests of the Company and its stockholders; and

WHEREAS, the Company's Board of Directors desires to assure, and has determined that it is appropriate and in the best interests of the Company and its stockholders to reinforce and encourage the continued attention and dedication of key executives of the Company to their duties of employment without personal distraction or conflict of interest in circumstances which could arise from the occurrence of a change in control of the Company; and

WHEREAS, the Company's Board of Directors has authorized the Company to enter into continuity agreements with those key executives of the Company and any of its respective subsidiaries (all of such entities, with the Company hereinafter referred to as an "Employer"), such agreements to set forth the severance compensation which the Company agrees under certain circumstances to pay such executives; and

WHEREAS, the Executive is a key executive of an Employer and has been designated by the Board as an executive to be offered such a continuity compensation agreement with the Company.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Executive agree as follows:

1. Term. This Agreement shall become effective on the date hereof and remain in effect until the first anniversary thereof; provided, however, that this Agreement shall automatically renew on each anniversary of the date hereof, unless an Employer provides the Executive, in writing, at least 180 days prior to the renewal date, notice that this Agreement shall not be renewed. Notwithstanding the foregoing, in the event that a Change in Control occurs at any time prior to the termination of this Agreement in accordance with the preceding sentence, this Agreement shall not terminate until the second anniversary of the Change in Control (or, if later, until the second anniversary of the consummation of the transaction(s) contemplated in the Change in Control).

2. Change in Control.

(a) No compensation or other benefit pursuant to Section 4 hereof shall be payable under this Agreement unless and until either (i) a Change in Control of the Company (as hereinafter defined) shall have occurred while the Executive is an employee of an Employer and the Executive's employment by an Employer thereafter shall have terminated in accordance with Section 3 hereof or (ii) the Executive's employment by the Company shall have terminated in accordance with Section 3(a)(ii) hereof prior to the occurrence of the Change in Control.

(b) For purposes of this Agreement:

(i) "Change in Control" shall mean any one of the following:

(A) Continuing Directors during any 12 month period no longer constitute a majority of the Directors;

(B) any person, or persons acting as a group (within the meaning of Treas. Reg. §1.409A-3(i)(5)(vi)(D)), acquires (or has acquired within the 12 month period ending on the date of the last acquisition by such person or persons), directly or indirectly, thirty percent (30%) or more of the voting power of the then outstanding securities of the Company entitled to vote for the election of Directors; provided that this Section 2(b)(i)(B) shall not apply with respect to any acquisition of securities by (I) the trust under a Trust Indenture dated September 2, 1957 made by Louie E. Roche, (II) the trust under a Trust Indenture dated August 23, 1957 made by Harvey Hubbell, and (III) any employee benefit plan (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended) maintained by the Company or any affiliate of the Company;

(C) any person, or persons acting as a group (within the meaning of Treas. Reg. §1.409A-3(i)(5)(v)(B)), acquires ownership (including any previously owned securities) of more than fifty percent (50%) of either (I) the voting power value of the then outstanding securities of the Company entitled to vote for the election of Directors or (II) the fair market value of the Company; provided that this Section 2(b)(i)(C) shall not apply with respect to any acquisition of securities by (I) the trust under a Trust Indenture dated September 2, 1957 made by Louie E. Roche, (II) the trust under a Trust Indenture dated August 23, 1957 made by Harvey Hubbell, and (III) any employee benefit plan (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended) maintained by the Company or any affiliate of the Company; or

(D) a sale of substantially all of the Company's assets;

provided, that the transaction or event described in Section 2(b)(i)(A), (B), (C) or (D) constitutes a "change in control event," as defined in Treas. Reg. §1.409A-3(i)(5).

(ii) "Continuing Director" shall mean any individual who is a member of the Company's Board of Directors on December 9, 1986 or was designated (before such person's initial election as a Director) as a Continuing Director by 2/3 of the then Continuing Directors.

(iii) "Director" shall mean an individual who is a member of the Company's Board of Directors on the relevant date.

3. Separation from Service; Definitions.

(a) Termination without Cause by the Company or for Good Reason by the Executive.

(i) The Executive shall be entitled to the compensation provided for in Section 4 hereof, if within two years after a Change in Control, the Executive has a Separation from Service (within the meaning of Treasury Regulation Section 1.409A-1(h) ("Separation from Service") (A) by an Employer for any reason other than (I) the Executive's Disability or Retirement, (II) the Executive's death or (III) for Cause, or (B) by the Executive with Good Reason (as such terms are defined herein).

(ii) In addition, the Executive shall be entitled to the compensation provided for in Section 4 hereof if, (A) in the event that an agreement is signed which, if consummated, would result in a Change in Control and the Executive's Separation from Service is without Cause by the Company or with Good Reason prior to the Change in Control, (B) such Separation from Service is at the direction of the acquiror or merger partner or otherwise in connection with the anticipated Change in Control, and (C) such Change in Control actually occurs.

(b) Disability. For purposes of this Agreement, "Disability" shall mean the Executive's absence from the full-time performance of the Executive's duties (as such duties existed immediately prior to such absence) for 180 consecutive business days, when the Executive is disabled as a result of incapacity due to physical or mental illness.

(c) Retirement. For purposes of this Agreement, "Retirement" shall mean the Executive's voluntary Separation from Service pursuant to late, normal or early retirement under a pension plan sponsored by an Employer, as defined in such plan, but only if such retirement occurs prior to a termination by an Employer without Cause or by the Executive for Good Reason.

(d) Cause. For purposes of this Agreement, "Cause" shall mean:

(i) the willful and continued failure of the Executive to perform substantially all of his or her duties with an Employer (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to such Executive by the Board of Directors (the "Board") of the Company which specifically identifies the manner in which the Board believes that the Executive has not substantially performed his or her duties;

(ii) the willful engaging by the Executive in gross misconduct which is materially and demonstrably injurious to the Company or any Employer; or

(iii) the conviction of, or plea of guilty or nolo contendere to, a felony.

Termination of the Executive for Cause shall be made by delivery to the Executive of a copy of a resolution duly adopted by the affirmative vote of not less than a three-fourths majority of the non-employee Directors of the Company or of the ultimate parent of the entity which caused the

Change in Control (if the Company has become a subsidiary) at a meeting of such Directors called and held for such purpose, after 30 days prior written notice to the Executive specifying the basis for such termination and the particulars thereof and a reasonable opportunity for the Executive to cure or otherwise resolve the behavior in question prior to such meeting, finding that in the reasonable judgment of such Directors, the conduct or event set forth in any of clauses (i) through (iii) above has occurred and that such occurrence warrants the Executive's termination.

(e) Good Reason. For purposes of this Agreement, "Good Reason" shall mean the occurrence, within the Term of this Agreement, of any of the following without the Executive's express written consent:

(i) after a Change in Control, any reduction in the Executive's base salary from that which was in effect immediately prior to the Change in Control, any reduction in the Executive's annual cash bonus below such bonus paid or payable in respect of the calendar year immediately prior to the year in which the Change in Control occurs, or any reduction in the Executive's aggregate annual cash compensation (including base salary and bonus) from that which was in effect immediately prior to the Change in Control; or

(ii) after a Change in Control, the failure to increase (within 12 months of the last increase in base salary) the Executive's salary in an amount which at least equals, on a percentage basis, the average percentage of increase in base salary effected in the preceding 12 months (which period may include some period of time prior to the Change in Control) for all senior executives of the Company (unless such reduction is offset by an increase in the amount of annual cash bonus that is paid to the Executive); or

(iii) any material and adverse diminution in the Executives' duties, responsibilities, status, position or authority with the Company or any of its affiliates following a Change in Control; or

(iv) any relocation of the Executive's primary workplace to a location that is more than 35 miles from the Executive's primary workplace as of the date immediately prior to the Change in Control; or

(v) any failure by the Company to obtain from any successor to the Company an agreement reasonably satisfactory to the Executive to assume and perform this Agreement, as contemplated by Section 11(a) hereof.

Notwithstanding the foregoing, in the event Executive provides the Company with a Notice of Termination (as defined below) referencing this Section 3(e), the Company shall have 30 days thereafter in which to cure or resolve the behavior otherwise constituting Good Reason. Any good faith determination by Executive that Good Reason exists shall be presumed correct and shall be binding upon the Company.

(f) Notice of Termination. Any purported termination of the Executive's employment (other than on account of Executive's death) with an Employer shall be communicated by a Notice of Termination to the Executive, if such termination is by an

Employer, or to an Employer, if such termination is by the Executive. For purposes of this Agreement, "Notice of Termination" shall mean a written notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provisions so indicated. For purposes of this Agreement, no purported termination of Executive's employment with an Employer shall be effective without such a Notice of Termination having been given.

4. Compensation Upon Termination.

Subject to Section 10 hereof, if within two years after a Change in Control, the Executive has a Separation from Service in accordance with Section 3(a) (the "Termination"), the Executive shall be entitled to the following payments and benefits:

(a) Severance. The Company shall pay or cause to be paid to the Executive a cash severance amount equal to two times the sum of (i) the Executive's annual base salary on the date of the Change in Control (or, if higher, the annual base salary in effect immediately prior to the giving of the Notice of Termination), and (ii) the highest of the actual bonuses paid or payable to the Executive under the Company's annual incentive compensation plan in any of the three consecutive fiscal years prior to the year in which the Change in Control occurs (the "Bonus"). This cash severance amount shall be payable in a lump sum calculated without any discount.

(b) Additional Payments and Benefits. The Executive shall also be entitled to:

(i) a lump sum cash payment equal to the sum of (A) the Executive's accrued but unpaid annual base salary through the date of Termination, (B) the unpaid portion, if any, of bonuses previously earned by the Executive pursuant to the Company's annual incentive compensation plan, plus the pro rata portion of (I) the Bonus or (II) if payable, the target bonus to be paid for the year in which the date of Termination occurs, in either case (calculated through the date of Termination), and (C) an amount, if any, equal to compensation previously deferred (excluding any qualified plan deferral) and any accrued vacation pay, in each case, in full satisfaction of Executive's rights thereto; and

(ii) an annual benefit under the Company's Amended and Restated Supplemental Executive Retirement Plan (the "SERP"), calculated based on the Executive's actual full years of service (but in no event less than 5 years of service), unreduced for early retirement thereunder; provided, however, that if the Executive has attained 8 1/3 actual years of service or more, his annual benefit pursuant to this Section 4(b)(ii) shall be calculated based on 8 1/3 years of service, unreduced for early retirement under the SERP; and provided, further, that nothing in this Section 4(b)(ii) shall entitle the Executive, if he did not previously participate in the SERP, to participate in the SERP absent the occurrence of the contemplated Change in Control; and provided, further, that the Executive's benefit pursuant to this Section 4(b)(ii), if payable, shall be in lieu of any amount payable to him pursuant to the Company's Top Hat Restoration Plan; and

(iii) unless otherwise provided under the Key Employee Supplemental Medical Plan, continued medical, dental, vision, and life insurance coverage (excluding accident, death, and disability insurance) for the Executive and the Executive's eligible dependents or, to the extent such coverage is not commercially available, such other arrangements reasonably acceptable to the Executive, on the same basis as in effect prior to the Change in Control or the Executive's Termination, whichever is deemed to provide for more substantial benefits, for a period ending on the earlier of (A) the end of the second anniversary of the date of the Executive's Termination and (B) the commencement of comparable coverage by the Executive with a subsequent employer. The amount of benefits the Executive receives hereunder in any one year shall not affect the amount of benefits he may receive in any subsequent year; and

(iv) all other accrued or vested benefits in accordance with the terms of the applicable plan (with an offset for any amounts paid under Section 4(b)(i)(C), above).

(c) Timing of Payment. Except as required under Section 8, all lump sum payments under this Section 4 shall be paid on the later of ten business days following the Executive's date of Termination or the second business day following the effective date of the release required by Section 10(c); and, with respect to the SERP benefit set forth in Section 4(b)(ii), to the extent the Executive is entitled to receive such SERP benefit in a lump sum payment under the terms of the SERP, such lump sum payment shall equal the present value of his SERP benefit (as calculated in Section 4(b)(ii) and otherwise in accordance with Exhibit A, as attached hereto).

(d) Outplacement. If so requested by the Executive, outplacement services shall be provided by a professional outplacement provider selected by Executive for a period of two years; provided, however, that such outplacement services shall be provided to the Executive at a cost to the Company each year of not more than fifteen percent (15%) of such Executive's annual base salary at the time of Termination.

(e) Withholding. Payments and benefits provided pursuant to this Section 4 shall be subject to any applicable payroll and other taxes required to be withheld.

5. Compensation Upon Death, Disability or Retirement.

If Executive's Separation from Service is by reason of Death, Disability or Retirement prior to any other termination, Executive will receive:

(a) the sum of (i) Executive's accrued but unpaid salary through the date of Termination, (ii) the pro rata portion of the Executive's target bonus for the year of Executive's Death or Disability (calculated through the date of Termination), and (iii) an amount equal to any compensation previously deferred and any accrued vacation pay; and

(b) other accrued or vested benefits in accordance with the terms of the applicable plan (with an offset for any amounts paid under item (a)(iii), above).

6. Excess Parachute Excise Tax Payments.

(a) (i) If it is determined (as hereafter provided) that any payment or distribution by the Company or any Employer to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise pursuant to or by reason of any other agreement, policy, plan, program or arrangement, including without limitation any stock option, stock appreciation right or similar right, or the lapse or termination of any restriction on or the vesting or exercisability of any of the foregoing (a "Payment"), would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code") (or any successor provision thereto) by reason of being "contingent on a change in ownership or control" of the Company, within the meaning of Section 280G of the Code (or any successor provision thereto) or to any similar tax imposed by state or local law, or any interest or penalties with respect to such excise tax (such tax or taxes, together with any such interest and penalties, are hereafter collectively referred to as the "Excise Tax"), then the Executive shall be entitled to receive an additional payment or payments (a "Gross-Up Payment") in an amount such that, after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including any Excise Tax, imposed upon the Gross-Up Payment, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments; provided, however, *if* the Executive's Payment is, when calculated on a net-after-tax basis, less than $50,000 in excess of the amount of the Payment which could be paid to the Executive under Section 280G of the Code without causing the imposition of the Excise Tax, *then* the Payment shall be limited to the largest amount payable (as described above) without resulting in the imposition of any Excise Tax (such amount, the "Capped Amount").

(ii) Subject to the provisions of Section 6(a)(i) hereof, all determinations required to be made under this Section 6, including whether an Excise Tax is payable by the Executive and the amount of such Excise Tax and whether a Gross-Up Payment is required and the amount of such Gross-Up Payment, shall be made by the nationally recognized firm of certified public accountants (the "Accounting Firm") used by the Company prior to the Change in Control (or, if such Accounting Firm declines to serve, the Accounting Firm shall be a nationally recognized firm of certified public accountants selected by the Executive). The Accounting Firm shall be directed by the Company or the Executive to submit its preliminary determination and detailed supporting calculations to both the Company and the Executive within 15 calendar days after the Termination Date, if applicable, and any other such time or times as may be requested by the Company or the Executive. If the Accounting Firm determines that any Excise Tax is payable by the Executive and that the criteria for reducing the Payment to the Capped Amount (as described in Section 6(a)(i) above) is met, then the Company shall reduce the Payment by the amount which, based on the Accounting Firm's determination and calculations, would provide the Executive with the Capped Amount, and pay to the Executive such reduced Payment. If the Accounting Firm determines that an Excise Tax is payable, without reduction pursuant to Section 6(a)(i), above, the Company shall pay the required Gross-Up Payment to, or for the benefit of, the Executive within five business days after receipt of such determination and calculations. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall, at the same time as it makes such determination, furnish the Executive with an opinion that he has substantial authority not to report any Excise Tax on his/her federal, state, local income or other tax return. Any determination by the Accounting

Firm as to the amount of the Gross-Up Payment shall be binding upon the Company and the Executive absent a contrary determination by the Internal Revenue Services or a court of competent jurisdiction; provided, however, that no such determination shall eliminate or reduce the Company's obligation to provide any Gross-Up Payment that shall be due as a result of such contrary determination. As a result of the uncertainty in the application of Section 4999 of the Code (or any successor provision thereto) and the possibility of similar uncertainty regarding state or local tax law at the time of any determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments that will not have been made by the Company should have been made (an "Underpayment"), consistent with the calculations required to be made hereunder. In the event that the Company exhausts or fails to pursue its remedies pursuant to Section 6(a) hereof and the Executive thereafter is required to make a payment of any Excise Tax, the Executive shall direct the Accounting Firm to determine the amount of the Underpayment that has occurred and to submit its determination and detailed supporting calculations to both the Company and the Executive as promptly as possible. Any such Underpayment shall be promptly paid by the Company to, or for the benefit of, the Executive within five business days after receipt of such determination and calculations.

(iii) The Company and the Executive shall each provide the Accounting Firm access to and copies of any books, records and documents in the possession of the Company or the Executive, as the case may be, reasonably requested by the Accounting Firm, and otherwise cooperate with the Accounting Firm in connection with the preparation and issuance of the determination contemplated by Section 6(a) hereof.

(iv) The federal, state and local income or other tax returns filed by the Executive (or any filing made by a consolidated tax group which includes the Company) shall be prepared and filed on a consistent basis with the determination of the Accounting Firm with respect to the Excise Tax payable by the Executive. The Executive shall make proper payment of the amount of any Excise Tax, and at the request of the Company, provide to the Company true and correct copies (with any amendments) of his/her federal income tax return as filed with the Internal Revenue Service and corresponding state and local tax returns, if relevant, as filed with the applicable taxing authority, and such other documents reasonably requested by the Company, evidencing such payment. If prior to the filing of the Executive's federal income tax return, or corresponding state or local tax return, if relevant, the Accounting Firm determines that the amount of the Gross-Up Payment should be reduced, the Executive shall within five business days pay to the Company the amount of such reduction.

(v) The fees and expenses of the Accounting Firm for its services in connection with the determinations and calculations contemplated by Sections 6(a)(ii) and (iv) hereof shall be borne by the Company. If such fees and expenses are initially advanced by the Executive, the Company shall reimburse the Executive the full amount of such fees and expenses within five business days after receipt from the Executive of a statement therefor and reasonable evidence of his/her payment thereof.

(b) In the event that the Internal Revenue Service claims that any payment or benefit received under this Agreement constitutes an "excess parachute payment," within the meaning of Section 280G(b)(1) of the Code, the Executive shall notify the Company in writing of such claim. Such notification shall be given as soon as practicable but no later than 10 business days after the Executive is informed in writing of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim prior to the expiration of the 30 day period following the date on which the Executive gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall (i) give the Company any information reasonably requested by the Company relating to such claim; (ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Company and reasonably satisfactory to the Executive; (iii) cooperate with the Company in good faith in order to effectively contest such claim; and (iv) permit the Company to participate in any proceedings relating to such claim; provided, however, that the Company shall bear and pay directly all costs and expenses (including, but not limited to, additional interest and penalties and related legal, consulting or other similar fees) incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for and against any Excise Tax or other tax (including interest and penalties with respect thereto) imposed as a result of such representation and payment of costs and expenses.

(c) The Company shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forgo any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim; provided, however, that if the Executive is required to extend the statute of limitations to enable the Company to contest such claim, the Executive may limit this extension solely to such contested amount. The Company’s control of the contest shall be limited to issues with respect to which a corporate deduction would be disallowed pursuant to Section 280G of the Code and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority. In addition, no position may be taken nor any final resolution be agreed to by the Company without the Executive’s consent if such position or resolution could reasonably be expected to adversely affect the Executive (including any other tax position of the Executive unrelated to matters covered hereby).

(d) If, after the receipt by the Executive of an amount advanced by the Company in connection with the contest of the Excise Tax claim, the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto); provided, however, if the amount of that refund exceeds the amount advanced by the Company or it is otherwise determined for any reason that additional amounts could be paid to the Named Executive without incurring any Excise Tax, any such amount will be promptly paid by the Company to the named Executive. If, after the receipt by the Executive of an amount advanced by the Company in connection with an Excise Tax claim, a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest the denial of such refund prior to the expiration of 30 days after such determination, such advance shall be forgiven and shall not be required to be repaid and shall be deemed to be in consideration for services rendered after the date of the Termination.

(e) All amounts payable to Executive under this Section 6 shall be paid as soon as practicable after the Change in Control or other event giving rise to any payment of the Excise Tax by the Executive, but no later than the December 31 of the year next following the year in which the Executive, or the Company on behalf of the Executive, remits the Excise Tax.

7. Expenses. In addition to all other amounts payable to the Executive under this Agreement, during the term of this Agreement and for a period of twenty (20) years following the Executive's Termination, the Company shall pay or reimburse the Executive for legal fees (including without limitation, any and all court costs and attorneys' fees and expenses) incurred by the Executive in connection with or as a result of any claim, action or proceeding brought by the Company or the Executive with respect to or arising out of this Agreement or any provision hereof; provided, however, that in the case of an action brought by the Executive, the Company shall have no obligation for any such legal fees, if the Company is successful in establishing with the court that the Executive's action was frivolous or otherwise without any reasonable legal or factual basis. All such expenses shall be reimbursed by December 31 of the year following the year in which the expense was incurred. The amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year.

8. Section 409A Delay. Notwithstanding Sections 4, 5, 6 or 7, if the Company determines that the Executive is deemed at the time of his Termination to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, to the extent delayed commencement of any portion of the amounts to which Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, then such portion shall not be provided to Executive prior to the earlier of (a) the expiration of the six-month period measured from the date of the Executive's Separation from Service or (b) the date of Executive's death. Upon the expiration of the applicable Code Section 409A(a)(2)(B)(i) deferral period, all payments deferred pursuant to this Section 8 shall be paid in a lump sum to the Executive, plus interest thereon from the date of the Executive's Separation from Service through the payment date at a rate equal to the prime rate of interest as reported in the *Wall Street Journal* from time to time. Any remaining payments due under the Agreement shall be paid as otherwise provided herein.

9. Obligations Absolute; Non-Exclusivity of Rights; Joint Several Liability.

(a) The obligations of the Company to make the payment to the Executive, and to make the arrangements, provided for herein shall be absolute and unconditional and shall not be reduced by any circumstances, including without limitation any set-off, counterclaim, recoupment, defense or other right which the Company may have against the Executive or any third party at any time.

(b) Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any benefit, bonus, incentive or other plan or program provided by the Company or any other Employer and for which the Executive may qualify, nor shall anything herein limit or reduce such rights as the Executive may have under any agreements with the Company or any other Employer.

(c) Each entity included in the definition of “Employer” and any successors or assigns shall be joint and severally liable with the Company under this Agreement.

10. Not an Employment Agreement; Effect On Other Rights; Release and Offsets.

(a) This Agreement is not, and nothing herein shall be deemed to create, a contract of employment between the Executive and the Company. Any Employer may terminate the employment of the Executive at any time, subject to the terms of this Agreement and/or any employment agreement or arrangement between the Employer and the Executive that may then be in effect.

(b) With respect to any employment agreement with the Executive in effect immediately prior to the Change in Control, nothing herein shall have any effect on the Executive’s rights thereunder; provided, however, that in the event of the Executive’s termination of employment in accordance with Section 3 hereof, this Agreement shall govern solely for the purpose of providing the terms of all payments and additional benefits to which the Executive is entitled upon such termination and any payments or benefit provided under any employment agreement with the Executive in effect immediately prior to the Change in Control shall reduce the corresponding type of payments or benefits hereunder. Notwithstanding the foregoing, in the event that the Executive’s employment is terminated prior to the occurrence of a Change in Control under the circumstances provided for in Section 3(a)(ii) and such circumstances also entitle Executive to payments and benefits under any other employment or other agreement as in effect prior to the Change in Control (“Other Agreement”), then, until the Change in Control occurs, the Executive will receive the payments and benefits to which he/she is entitled under such Other Agreement. Upon the occurrence of the Change in Control, the Company will pay to the Executive in cash the amount to which he/she is entitled to under this Agreement (reduced by the amounts already paid under the Other Agreement) in respect of cash payments and shall provide or increase any other noncash benefits to those provided for hereunder (after taking into account noncash benefits, if any, provided under such Other Agreement). Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any plan or program of the Company or any other Employer shall be payable in accordance with such plan or program, except as explicitly modified by this Agreement.

(c) All payments and benefits provided under Section 4 are conditioned on and subject to the Executive’s continuing compliance with this Agreement, any other agreements regarding non-competition, and non-solicitation of employees and customers. No payments or benefits will be provided under Section 4 unless and until the Executive delivers an effective release of claims and covenant not to sue in a form prescribed by the Company within sixty (60) days of his termination of employment. Such release shall be in a reasonable and customary form. In addition, to the extent Executive receives severance or similar payments and/or benefits under any other Company plan, program, agreement, policy, practice, or the like, or under the WARN Act or similar state law, the payments and benefits due to Executive under this Agreement will be correspondingly reduced on a dollar-for-dollar basis (or vice-versa)

11. Successors; Binding Agreement, Assignment.

(a) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business of the Company, by agreement to expressly, absolutely and unconditionally assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a material breach of this Agreement and shall entitle the Executive to terminate the Executive's employment with the Company or such successor for Good Reason immediately prior to or at any time after such succession. As used in this Agreement, "Company" shall mean (i) the Company as hereinbefore defined, and (ii) any successor to all the stock of the Company or to all or substantially all of the Company's business or assets which executes and delivers an agreement provided for in this Section 11(a) or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law, including any parent or subsidiary of such a successor.

(b) This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any amount would be payable to the Executive hereunder if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's estate or designated beneficiary. Neither this Agreement nor any right arising hereunder may be assigned or pledged by the Executive.

12. Notice. For purpose of this Agreement, notices and all other communications provided for in this Agreement or contemplated hereby shall be in writing and shall be deemed to have been duly given when personally delivered, delivered by a nationally recognized overnight delivery service or when mailed United States certified or registered mail, return receipt requested, postage prepaid, and addressed, in the case of the Company, to the Company at:

Hubbell Incorporated
584 Derby Milford Road
Orange, Connecticut 06477-4024
Attention: General Counsel

and in the case of the Executive, to the Executive at the address set forth on the execution page at the end hereof.

Either party may designate a different address by giving notice of change of address in the manner provided above, except that notices of change of address shall be effective only upon receipt.

13. Confidentiality. The Executive shall retain in confidence any and all confidential information concerning the Company and its respective business which is now known or hereafter becomes known to the Executive, except as otherwise required by law and except information (i) ascertainable or obtained from public information, (ii) received by the Executive at any time after the Executive's employment by the Company shall have terminated, from a

third party not employed by or otherwise affiliated with the Company or (iii) which is or becomes known to the public by any means other than a breach of this Section 12. Upon the Termination of employment, the Executive will not take or keep any proprietary or confidential information or documentation belonging to the Company.

14. Miscellaneous. No provision of this Agreement may be amended, altered, modified, waived or discharged unless such amendment, alteration, modification, waiver or discharge is agreed to in writing signed by the Executive and such officer of the Company as shall be specifically designated by the Committee or by the Board of Directors of the Company. No waiver by either party, at any time, of any breach by the other party of, or of compliance by the other party with, any condition or provision of this Agreement to be performed or complied with by such other party shall be deemed a waiver of any similar or dissimilar provision or condition of this Agreement or any other breach of or failure to comply with the same condition or provision at the same time or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement. This Agreement supersedes the Prior Agreement, which shall no longer be in force or have any effect.

15. Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby. To the extent permitted by applicable law, each party hereto waives any provision of law which renders any provision of this Agreement invalid, illegal or unenforceable in any respect.

16. Governing Law; Venue. The validity, interpretation, construction and performance of this Agreement shall be governed on a non-exclusive basis by the laws of the State of Connecticut without giving effect to its conflict of laws rules. For purposes of jurisdiction and venue, the Company and each Employer hereby consents to jurisdiction and venue in any suit, action or proceeding with respect to this Agreement in any court of competent jurisdiction in the state in which Executive resides at the commencement of such suit, action or proceeding and waives any objection, challenge or dispute as to such jurisdiction or venue being proper.

17. Code Section 409A Exempt. Certain compensation and benefits payable under this Agreement, including without limitation the severance benefits described in Section 4(a), are not intended to constitute nonqualified deferred compensation subject to Section 409A of the Code. To the extent applicable, this Agreement shall be interpreted in accordance with Code Section 409A and Department of Treasury regulations and other interpretive guidance issued thereunder. If the Company and Employee determine that any compensation or benefits payable under this Agreement do not comply with Code Section 409A and related Department of Treasury guidance, the Company and Employee agree to amend this Agreement, or take such other actions as the Company and Employee deem necessary or appropriate to comply with the requirements of Code Section 409A and related Department of Treasury guidance, while preserving the economic agreement of the parties.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Continuity Agreement as of the date first above written.

HUBBELL INCORPORATED

By: /s/ Richard W. Davies
Richard W. Davies
Title: Vice President, General Counsel & Secretary

/s/ Darrin S. Wegman
Executive: Darrin S. Wegman
Address: 687 Heritage Hill Road
Orange, CT 06477

EXHIBIT A

ASSUMPTIONS

The assumptions to be used are those specified under Section 417(e) of the Internal Revenue Code of 1986, as amended, which assumptions are the minimum lump sum factors permitted to be used for calculating pension benefits under the Company's qualified defined benefit plans.

Benefit:	Lump sum payment of unreduced benefit deferred to age 55, increased to reflect the 50% joint and survivor form.
Mortality Rates:	The Applicable mortality table under Section 417(e) that is currently used by the Hubbell Incorporated Retirement Plan for Salaried Employees.
Interest Rate:	10-year treasury rate on the first day of the fourth quarter of the calendar year immediately prior to the Executive's separation from service.
Qualified Plan Offset:	Amount actually payable at age 55 (or, if higher, the Executive's actual age as of separation from service).

AMENDMENT TO
AMENDED AND RESTATED CONTINUITY AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED CONTINUITY AGREEMENT (this "Amendment") is made as of July 24, 2008, by and between **HUBBELL INCORPORATED**, a Connecticut corporation (the "Company") and **Gary N. Amato** ("Executive"). Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement (as defined below).

WHEREAS, on November 1, 2007 the Company entered into an Amended and Restated Continuity Agreement with Executive (the "Agreement"); and

WHEREAS, pursuant to Section 14 of the Agreement, the Agreement may be amended by a writing signed by Executive and an officer of the Company specifically designated by the Compensation Committee of the Board of Directors of the Company (the "Committee"); and

WHEREAS, the Company and Executive desire to amend the Agreement as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are herby acknowledged, the parties hereto hereby amend the Agreement as follows:

1. Section 4.(a) of the Agreement is amended and restated in its entirety to read as follows:

> "(a) Severance. The Company shall pay or cause to be paid to the Executive a cash severance amount equal to three times the sum of (i) the Executive's annual base salary on the date of the Change in Control (or, if higher, the annual base salary in effect immediately prior to the giving of the Notice of Termination), and (ii) the highest of the actual bonuses paid or payable to the Executive under the Company's annual incentive compensation plan in any of the three consecutive fiscal years prior to the year in which the Change in Control occurs (the "Bonus"). This cash severance amount shall be payable in a lump sum calculated without any discount."

2. Section 4.(b)(ii) of the Agreement is amended and restated in its entirety to read as follows:

> "(ii) an annual benefit under the Company's Amended and Restated Supplemental Executive Retirement Plan (the "SERP"), calculated based on 8 1/3 years of service and unreduced for early retirement thereunder; provided, however, that this provision does not entitle the Executive, if he did not previously participate in the SERP, to participate in the SERP absent the occurrence of the Change in Control; and provided, further, that the Executive's benefit pursuant to this Section 4.(b)(ii), if payable, shall be in lieu of any amount payable to him pursuant to the Company's Top Hat Restoration Plan and/or the Company's Supplemental Management Retirement Plan; and"

3. Section 4.(b)(iii)(A) of the Agreement is amended and restated in its entirety to read as follows:

“(A) the end of the third anniversary of the date of the Executive’s Termination”

4. This Amendment shall be and is hereby incorporated in and forms a part of the Agreement.

5. This Amendment shall be effective as of the date first written above.

6. Except as set forth herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Company and Executive have executed this Amendment, to be effective as of the day and year first written above.

EXECUTIVE	Hubbell Incorporated
/s/ Gary N. Amato	By: /s/ Richard W. Davies
Gary N. Amato	Name: Richard W. Davies
	Title: V.P., General Counsel & Secretary

I, Timothy H. Powers, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Hubbell Incorporated (the "registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

July 28, 2008

/s/ Timothy H. Powers

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

Exhibit 31.2

I, David G. Nord, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Hubbell Incorporated (the “registrant”);

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

July 28, 2008

/s/ David G. Nord

David G. Nord
Senior Vice President and Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Hubbell Incorporated (the “Company”) on Form 10-Q for the period ending June 30, 2008 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Timothy H. Powers, Chairman of the Board, President and Chief Executive Officer, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Timothy H. Powers
Timothy H. Powers
Chairman of the Board, President and Chief
Executive Officer
July 28, 2008

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Hubbell Incorporated (the "Company") on Form 10-Q for the period ending June 30, 2008 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David G. Nord, Senior Vice President and Chief Financial Officer, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ David G. Nord
David G. Nord
Senior Vice President and Chief Financial Officer
July 28, 2008

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.