

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

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Form 8-K

Current Report

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

Date of Report: September 24, 1998

Commission File Number	Exact name of registrant as specified in its charter and principal office address and telephone number	State of Incorporation	I.R.S. Employer ID. Number
1-14514	Consolidated Edison, Inc. 4 Irving Place, New York, New York 10003 (212) 460-3900	New York	13-3965100
1-1217	Consolidated Edison Company of New York, Inc. 4 Irving Place, New York, New York 10003 (212) 460-4600	New York	13-5009340

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INFORMATION TO BE INCLUDED IN THE REPORT

ITEM 5. OTHER EVENTS  
Preferred Stock Refunding

On September 24, 1998, the Company entered into an underwriting agreement with Morgan Stanley & Co. Incorporated, as representative of the underwriters named therein, for the sale of \$75 million aggregate principal amount of the Company's 6.90% Debentures, Series 1998 D (the "1998 D Debentures"). The 1998 D Debentures were registered under the Securities Act of 1933 pursuant to a Registration Statement on Form S-3 (No. 333-45745, declared effective February 11, 1998) relating to \$500 million aggregate principal amount of unsecured debt securities of the Company, \$60 million of which have been sold in a previous offering of debt securities. Copies of the underwriting agreement and the definitive form of the 1998 D Debentures are filed as exhibits to this report.

It is expected that approximately \$70.2 million of the net proceeds to be received by Con Edison from the sale of the 1998 D Debentures will be applied to redeem all of its outstanding Cumulative Preferred Stock, 5-3/4%, Series A (\$100 par value) at a redemption price of \$102 per share; Cumulative Preferred Stock, 5-1/4%, Series B (\$100 par value) at a redemption price of \$102 per share; and Cumulative Preferred Stock, 7.20%, Series I (\$100 par value) at a redemption price of \$102.88 per share. The balance of the net proceeds will be used for

general corporate purposes.

#### Year 2000 Issues and Consequences

The "Year 2000 problem" arose because many existing computer programs use only the last two digits to refer to a year. These computer programs do not properly recognize a year that begins with "20" instead of the familiar "19." If not corrected, many computer applications could fail or create erroneous results. The extent of the potential impact of the Year 2000 problem is not yet known and, if not timely corrected, it could affect the global economy.

In 1995 Con Edison began a program to address its Year 2000 issues. An inventory and assessment of Con Edison's company-developed systems, vendor-developed systems, technology infrastructure and telecommunications infrastructure has been completed. Con Edison expects that necessary changes to company-developed systems that are critical to providing energy service to its customers and an inventory and assessment of the embedded technology in its equipment, machinery and operating systems will be completed by year-end 1998. Con Edison plans that any necessary changes to its other systems, infrastructure and embedded technologies will be completed by June 1999. Con Edison intends to continue to test its Year 2000 readiness throughout 1999. Con Edison estimates that the cost of its Year 2000 program will be approximately \$27 million, of which approximately \$20 million has been incurred. The cost is being funded from internally-generated funds and expensed as incurred.

Con Edison is contacting entities, such as energy, service or material suppliers, that are critical to providing energy service to its customers to determine the Year 2000 readiness of these entities. Con Edison has also sent inquiries regarding Year 2000 readiness to 4,500 suppliers. No third party has indicated to Con Edison that it has a Year 2000 problem that will have a material adverse effect on Con Edison's business.

Con Edison expects that its program will be adequate to address its Year 2000 issues, but nevertheless intends to develop a contingency plan in early 1999. There can, of course, be no assurance as to whether the contingency plan will successfully address any contingencies that arise. In the event that Con Edison is unsuccessful in addressing its Year 2000 issues, there could be a material adverse effect on Con Edison's financial condition, results of operations and liquidity.

This Year 2000 discussion includes forward-looking statements, which are statements of future expectation and not fact. Words such as "expects," "plans," "intends," "estimates" and similar expressions identify forward-looking statements. Actual results or developments might differ materially from those included in the forward-looking statements because of factors such as unforeseen Year 2000 issues affecting Con Edison's systems, any inaccuracy in the inventory and assessment of Con Edison's systems, infrastructure or embedded technologies, the failure of Con Edison's consultants and vendors to successfully complete necessary changes to Con Edison's systems, infrastructure and embedded technologies, the failure of other entities to address their Year 2000 problems, the interrelationship of Con Edison's systems with those of other entities and other presently unknown or unforeseen factors.

#### ITEM 7. FINANCIAL STATEMENTS AND EXHIBITS

##### (c) Exhibits

See Index to Exhibits.

SIGNATURE

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

CONSOLIDATED EDISON, INC.

CONSOLIDATED EDISON COMPANY  
OF NEW YORK, INC.

By ROBERT P. STELBEN  
Robert P. Stelben  
Vice President and Treasurer

DATE: September 24, 1998

Index to Exhibits

Exhibit	Description	Sequential Page Number at which Exhibit Begins
1	Underwriting Agreement relating to Series 1998 D Debentures.	
4	Form of Series 1998 D Debenture.	
10	Amendment, signed on August 31, 1998 and dated July 28, 1998, to Employment Contract, dated May 22, 1990 between the Company and Eugene R. McGrath.	

Series 1998 D Debentures

UNDERWRITING AGREEMENT

September 24, 1998

To the Representative Named  
on the Signature Page Hereof:

Dear Sirs:

Subject to the terms and conditions stated or incorporated by reference herein, Consolidated Edison Company of New York, Inc. (the "Company") hereby agrees to sell to the Underwriters named in Schedule I hereto (the "Underwriters") and the Underwriters hereby agree to purchase, severally and not jointly, the principal amount set forth opposite their names in Schedule I hereto of the securities specified in Schedule II hereto (the "Designated Securities").

The representative named on the signature page hereof (the "Representative") represents that the Underwriters have authorized the Representative to enter into this Underwriting Agreement and to act hereunder on their behalf.

Except as otherwise provided in Schedule II hereto each of the provisions of the Company's Underwriting Agreement Basic Provisions, dated April 16, 1992, as filed as Exhibit 1(b) to Registration Statement No. 33-47261 (the "Basic Provisions"), is incorporated herein by reference in its entirety, and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein. Unless otherwise defined herein, terms defined in the Basic Provisions are used herein as therein defined.

Payment for the Designated Securities will be made against delivery thereof to the Representative for the accounts of the respective Underwriters at the time and place and at the purchase price to the Underwriters set forth in Schedule II hereto.

If the foregoing is in accordance with your understanding, please sign and return to us counterparts hereof, and upon acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof, including the Basic Provisions incorporated herein by reference, shall constitute a binding agreement between each of the Underwriters and the Company.

Very truly yours,

CONSOLIDATED EDISON COMPANY  
OF NEW YORK, INC.

By: ROBERT P. STELBEN  
Robert P. Stelben  
Vice President and Treasurer

Confirmed and Accepted as of the date hereof on behalf of itself and each other Underwriter, if any:

MORGAN STANLEY & CO. INCORPORATED

By: MICHAEL FUSCO  
Michael Fusco  
Vice President

SCHEDULE I

Principal Amount of  
Designated Securities  
to be Purchased

Underwriter

Morgan Stanley & Co. Incorporated	\$63,750,000
Doley Securities, Inc.	3,750,000
Utendahl Capital Partners, L.P.	3,750,000
The Williams Capital Group, L.P.	3,750,000
Total	\$75,000,000



SCHEDULE II

Title of Designated Securities:

6.90% Debentures, Series 1998 D

Aggregate principal amount:

\$75,000,000.

Price to Public:

Initially 99.722% of the principal amount of the Designated Securities, plus accrued interest, if any, from September 29, 1998 to the date of delivery, thereafter at market prices prevailing at the time of sale or at negotiated prices.

Purchase Price by Underwriters:

98.847% of the principal amount of the Designated Securities, plus accrued interest, if any, from September 29, 1998 to the date of delivery.

Specified funds for, and manner of, payment of purchase price:

Funds will be delivered by wire transfer to:  
The Chase Manhattan Bank  
ABA #021000021  
BNF: Chase NY Wire A/C: 210-2-758100  
OBI: Con Ed Escrow Funds, C-12268  
Attn: Jim Freeman, Global Trust

Indenture:

Indenture, dated as of December 1, 1990, between the Company and The Chase Manhattan Bank, as Trustee, as amended and supplemented by the First Supplemental Indenture, dated as of March 6, 1996, between the Company and The Chase Manhattan Bank, as Trustee.

Maturity:

October 1, 2028.

Interest Rate:

As set forth in the prospectus supplement, dated September 24, 1998, for the Designated Securities (the "Prospectus Supplement") to the prospectus, dated February 11, 1998 (the "Prospectus"), filed with the Securities and Exchange Commission (the "SEC") pursuant to Rule 424(b)(2) under the Securities Act of 1933, as amended, in connection with the Company's Registration Statement on Form S-3 (No. 333-45745, declared effective by the SEC on February 11, 1998).

Interest Payment Dates:

As set forth in the Prospectus Supplement.

Redemption Provisions:

As set forth in the Prospectus Supplement.

Sinking Fund Provisions:

None.

Time of Delivery:

10:00 a.m., on September 29, 1998.

Closing Location:

Room 1618-S at the Company, 4 Irving Place, New York, NY 10003.

Information furnished by or on behalf of the Underwriters for use in the Prospectus for the Designated Securities:

1. The paragraph regarding stabilization on page 2 of the Prospectus.
2. The final paragraph of the front cover of the Prospectus Supplement
3. The second paragraph, the second and third sentences of the fifth paragraph and the last paragraph of the section entitled "Underwriting" on page S-7 of the Prospectus Supplement.

Address of Representative:

Morgan Stanley & Co. Incorporated  
1585 Broadway  
New York, New York 10036

Captions in the Prospectus and Prospectus Supplement referred to in Section 6(c)(xi) of the Basic Provisions:

Description of Securities  
Description of Debentures

Modifications of Basic Provisions:

1. Delete Section 3 of the Basic Provisions in its entirety and substitute the following:

"One or more Global Securities (as defined in the Indenture specified in the Underwriting Agreement) for the Designated Securities in the aggregate principal amount of the Designated Securities shall be registered in the name of Cede & Co. and delivered to The Depository Trust Company with instructions to credit the Designated Securities to the account of, or as otherwise instructed by, the Representative against payment by the Representative of the purchase price therefor in the amount, the funds and manner specified in the Underwriting Agreement, at the place, time and date specified in the Underwriting Agreement or at such other place, time and date as the Representative and the Company may agree in writing, said time and date being herein referred to as the "Time of Delivery" for said Designated Securities.

2. Delete Section 6(c)(ii) of the Basic Provisions in its entirety and substitute the following:

"(ii) The Company has authorized equity capitalization as set forth, or incorporated by reference, in the Prospectus;"

3. In Sections 1(g) and 6(c)(iii) of the Basic Provisions, insert "law or" immediately before the phrase "principles of public policy."
4. In Section 6(f) of the Basic Provisions, substitute "Fitch Investor Services" for "Duff and Phelps Inc."
5. In Section 7(a) of the Basic Provisions, insert "promptly as such expenses are incurred" immediately before the phrase "; provided, however,".
6. In Section 7(d) of the Basic Provisions, add at the end: "The foregoing provisions regarding contribution shall apply except as otherwise required by applicable law."
7. Add as new Section 1(n) of the Basic Provisions: "The Company does not have sufficient information to make a determination that, for the twelve months ended September 25, 1998, there was any decrease, as compared with the corresponding prior period, in operating revenues less fuel, purchased power and gas purchased for resale."
8. Delete clause (iii)(D) of Annex I of the Basic Provisions.
9. The word "Prospectus" in Annex I of the Basic Provisions may be changed to the words "Registration Statement", defined to include the documents incorporated by reference therein.
10. Clause (iii)A of Annex I of the Basic Provisions is revised as follows:

"(A) the unaudited financial statements incorporated by reference in the Registration Statement, or from which information set forth in the Registration Statement was taken, do not comply as to form in all material respects with the applicable accounting requirements of the Exchange Act and the published rules and regulations thereunder, or any material modifications should be made to the unaudited financial statements for them to be in conformity with generally accepted accounting principles,"

11. Add as new Section 6(c)(xii) of the Basic Provisions: "Consolidated Edison, Inc. is exempt from the provisions of the Public Utility Holding Company Act of 1935 except Section 9(a)(2) thereof."
12. In Section 1(c) of the Basic Provisions, add ", and the Prospectus, as it may be amended or supplemented pursuant to Section 4 hereof, as of the Time of Delivery will not," immediately before the phrase "contain an untrue statement of a material fact".

Other:

None.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Company or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED

REGISTERED

Consolidated Edison Company of New York, Inc.  
6.90% DEBENTURES, SERIES 1998 D

INTEREST RATE	MATURITY DATE	CUSIP
6.90% per annum	October 1, 2028	209111 DA 8

REGISTERED HOLDER: Cede & Co.

PRINCIPAL SUM: SEVENTY FIVE MILLION DOLLARS (\$75,000,000)

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC., a New York corporation (hereinafter called the "Company", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to the registered holder named above or registered assigns, on the maturity date stated above, unless redeemed prior thereto as hereinafter provided the principal sum stated above and to pay interest thereon from September 29, 1998, or from the most recent interest payment date to which interest has been duly paid or provided for, on April 1, 1999 and thereafter semi-annually on April 1 and October 1 in each year, at the interest rate stated above, until the date on which payment of such principal sum has been made or duly provided for. The interest so payable on any interest payment date will be paid to the person in whose name this Debenture is registered at the close of business on the fifteenth day of the calendar month next preceding the interest payment date, except as otherwise provided in the Indenture.

The principal of and premium, if any, on this Debenture, when due and payable, shall, upon presentation and surrender hereof, be paid at the principal office of the Company. The interest on this Debenture, when due and payable, shall be paid at the principal office of the Company, or at the option of the Company, by check mailed to the address of the registered holder hereof or registered assigns as such address shall appear in the Security Register. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

This Debenture is one of a duly authorized series of an issue of unsecured debt securities of the Company designated as its 6.90% Debentures, Series 1998 D (hereinafter called the "Debentures"), issued and to be issued under an Indenture dated as of December 1, 1990 between the Company and The Chase Manhattan Bank, Trustee (hereinafter called the "Trustee", which term includes any successor trustee under the Indenture), as amended and supplemented by the First Supplemental Indenture, dated as of March 6, 1996, between the Company and the Trustee (hereinafter called the "Indenture"). Reference is made to the Indenture and any supplemental indenture thereto for the provisions relating, among other things, to the respective rights of the Company, the Trustee and the holders of the Debentures, and the terms on which the Debentures are, and are to be, authenticated and delivered.

The Company may redeem the Debentures, as a whole at any time, or in part from time to time, on or after October 1, 2008, at the following redemption prices (expressed as a percentage of the principal amount of the Debentures to be redeemed) together with unpaid interest accrued thereon to the date fixed for redemption, if redeemed during the twelve-month period beginning on October 1,

Year	Redemption Price	Year	Redemption Price
2008	103.311%	2014	101.324%
2009	102.980%	2015	100.993%
2010	102.649%	2016	100.662%
2011	102.318%	2017	100.331%
2012	101.987%	2018 and thereafter	100.000%
2013	101.656%		

If this Debenture or any portion hereof is called for redemption, interest shall cease to accrue on this Debenture or such portion hereof on the date fixed for redemption.

If an Event of Default (as defined in the Indenture) shall have occurred and be continuing, with respect to the Debentures, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with such effect and subject to the conditions provided in the Indenture. Any such declaration may be rescinded by holders of a majority in principal amount of the outstanding Debentures if all Events of Default with respect to the Debentures (other than the non-payment of principal of the Debentures which shall have become due by such declaration) shall have been remedied.

The Indenture contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than a majority in aggregate principal amount of the Debentures at the time outstanding, evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to the Indenture or to any supplemental indenture with respect to the Debentures, or modifying in any manner the rights of the holders of the Debentures; provided, however, that no such supplemental indenture shall (i) extend the maturity of any Debenture, or reduce the principal amount thereof, or the premium thereon, if any, or reduce the rate or extend the time of payment of interest thereon, or make the principal thereof, or the premium thereon, if any, or interest thereon, payable in any coin or currency other than that in the Debentures provided, without the consent of the holder of each Debenture so affected, or (ii) reduce the aforesaid principal amount of Debentures, the holders of which are required to consent to any such supplemental indenture without the consent of the holders of all Debentures then outstanding.

The Debentures are issuable as registered Debentures only, in the denomination of \$1,000 and any integral multiples of \$1,000 approved by the Company, such approval to be evidenced by the execution thereof.

This Debenture is transferable by the registered holder hereof in person or by his attorney duly authorized in writing on the books of the Company at the office or agency to be maintained by the Company for that purpose, but only in the manner, subject to the limitations and upon payment of any tax or governmental charge for which the Company may require reimbursement as provided in the Indenture, and upon surrender and cancellation of this Debenture. Upon any registration of transfer, a new registered Debenture or Debentures, of authorized denomination or denominations, and in the same aggregate principal amount, will be issued to the transferee in exchange therefor.

The Company, the Trustee, any paying agent and any Security registrar may deem and treat the registered holder hereof as the absolute owner of this Debenture (whether or not this Debenture shall be overdue and notwithstanding any notations of ownership or other writing hereon made by anyone other than the Security registrar) for the purpose of receiving payment of or on account of the principal hereof and premium, if any, and interest due hereon as herein provided and for all other purposes, and neither the Company nor the Trustee nor any paying agent nor any Security registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of and premium, if any, or interest on this Debenture, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Indenture or any indenture supplemental thereto, against any incorporator or against any past, present or future stockholder, officer or member of the Board of Trustees, as such, of the Company, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.



This Debenture shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of the State of New York.

This Debenture shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose until the certificate of authentication on the face hereof is manually signed by the Trustee.

IN WITNESS WHEREOF, the Company has caused this Debenture to be signed by the manual or facsimile signatures of a Vice President and the Treasurer of the Company, and a facsimile of its corporate seal to be affixed or reproduced hereon.

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

By

Vice President and Treasurer

By

Executive Vice President and Chief Financial Officer

SEAL

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated herein issued under the Indenture described herein.

THE CHASE MANHATTAN BANK,  
as Trustee

By

Authorized Officer

Amendment No. 9 to  
Eugene R. McGrath Employment Agreement

WHEREAS, Eugene R. McGrath (the "Employee") and Consolidated Edison Company of New York, Inc. (the "Company") entered into an Employment Agreement effective September 1, 1990 (the "Agreement");

WHEREAS, the parties to the Agreement desire to amend the Agreement to increase the basic salary payable to the Employee; and

WHEREAS, paragraph 12 of the Agreement provides that the Agreement may be amended from time to time by a written instrument executed by the Company and the Employee;

NOW, THEREFORE, in consideration of the foregoing the parties hereto agree as follows:

1. The Agreement is amended, effective September 1, 1998, to increase the Employee's basic salary set forth in clause (i) of paragraph 3(a) of the Agreement from \$815,000 per annum to \$890,000 per annum, subject to all the terms and conditions set forth in the Agreement relating to the basic salary.

2. In all other respects, the Agreement remains in full force and effect as amended hereby.

IN WITNESS WHEREOF, the Company has caused this Amendment to be executed by its duly authorized officer and its Corporate seal to be affixed hereto, and the Employee has hereto set his hand the day and year set forth below.

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

By: CHARLES F. SOUTAR  
Charles F. Soutar  
Executive Vice President

By: EUGENE R. MCGRATH  
Eugene R. McGrath

Dated: July 28, 1998

Attest:

Approved by the Board the 28th day of July, 1998.

By: PETER A. IRWIN  
Peter A. Irwin  
Acting Secretary