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

Form 8-K

Current Report

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

Date of Report: November 16, 2005

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

INFORMATION TO BE INCLUDED IN THE REPORT

ITEM 8.01. OTHER EVENTS

On November 16, 2005, Consolidated Edison Company of New York, Inc. (the "Company") completed, pursuant to an underwriting agreement with Credit Suisse First Boston LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. Incorporated, as representatives for the underwriters named therein, the sale of $350 million aggregate principal amount of the Company's 5.375% Debentures, Series 2005 C due 2015 (the "Debentures"). The Debentures were registered under the Securities Act of 1933 pursuant to Registration Statements on Form S-3 (No. 333-123780, declared effective May 10, 2005, and No. 333-114393, declared effective April 22, 2004) with the prospectus contained therein relating to $2.15 billion aggregate principal amount of unsecured debt securities of the Company.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits

See Exhibit Index.

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 COMPANY OF NEW YORK, INC.

By /s/ Joseph P. Oates

Joseph P. Oates
Vice President and Treasurer

DATE: November 16, 2005

Index to Exhibits

Exhibit	Description	Sequential Page Number at which Exhibit Begins
1.1	Underwriting Agreement relating to the Debentures.	
1.2	Underwriting Agreement Basic Provisions, dated November 1, 1999. (Incorporated by reference to Exhibit 1.2 to Registration Statement No. 333-90385.)	
4.1	Second Supplemental Indenture, dated as of June 23, 2005, between Consolidated Edison Company of New York, Inc. and JPMorgan Chase Bank, as Trustee.	
4.2	Form of the Debentures.	
5	Opinion and consent of Peter A. Irwin, Esq., Vice President, Legal Services.	

Exhibit 1.1

UNDERWRITING AGREEMENT

November 14, 2005

To the Representatives 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 representatives named on the signature page hereof (the "Representatives") represent that the Underwriters have authorized the Representatives 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 November 1, 1999, as filed as Exhibit 1.2 to Registration Statement No. 333-90385 (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 Representatives 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: /s/ Joseph P. Oates

Joseph P. Oates
Vice President and Treasurer

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

CREDIT SUISSE FIRST BOSTON LLC

By: /s/ John A. Cavalier

John A. Cavalier
Managing Director

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By: /s/ Karl W. Newlin

Karl W. Newlin
Director

MORGAN STANLEY & CO. INCORPORATED

By: /s/ Michael Fusco

Michael Fusco
Executive Director

SCHEDULE I

Underwriters	Principal Amount of Designated Securities to be Purchased
Credit Suisse First Boston LLC	$ 87,500,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	87,500,000
Morgan Stanley & Co. Incorporated	87,500,000
Barclays Capital Inc.	24,500,000
BNY Capital Markets, Inc.	24,500,000
KeyBanc Capital Markets, a division of McDonald Investments Inc.	24,500,000
Loop Capital Markets, LLC	7,000,000
The Williams Capital Group, L.P.	7,000,000
Total	$ 350,000,000

SCHEDULE II

Title of Designated Securities:

5.375% Debentures, Series 2005 C.

Aggregate principal amount:

$350,000,000

Price to Public:

Initially 99.77% of the principal amount of the Designated Securities, plus accrued interest, if any, from November 16, 2005 to the date of delivery, and thereafter at market prices prevailing at the time of sale or at negotiated prices.

Purchase Price by Underwriters:

99.12% of the principal amount of the Designated Securities, plus accrued interest, if any, from November 16, 2005 to the date of delivery.

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

Funds will be delivered by wire transfer pursuant to the Company's written instructions to the Representatives.

Indenture:

Indenture, dated as of December 1, 1990, between the Company and JPMorgan Chase Bank, N.A., (formerly known as JPMorgan Chase Bank, formerly known as The Chase Manhattan Bank (successor to The Chase Manhattan Bank (National Association))), 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, and as amended and supplemented by a Second Supplemental Indenture, dated as of June 23, 2005, between the Company and JPMorgan Chase Bank, N.A., as Trustee.

Maturity:

December 15, 2015

Interest Rate:

5.375% per annum.

Interest Payment Dates:

June 15, 2006 and thereafter semi-annually on June 15 and December 15 in each year, except as otherwise provided in the Indenture.

Redemption Provisions:

As set forth in the prospectus supplement, dated November 14, 2005, for the Designated Securities supplementing the prospectus, dated May 10, 2005, filed with the Securities and Exchange Commission pursuant to Rule 424(b) under the Securities Act of 1933, as amended, in connection with the Registration Statement on Form S-3 (333-123780, declared effective by the Commission on May 10, 2005).

Sinking Fund Provisions:

None.

Time of Delivery:

10:00 a.m., on November 16, 2005.

Closing Location:

At the offices of Dewey Ballantine, 23rd Floor, 1301 Avenue of the Americas, New York, NY 10019.

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

The sentence regarding delivery of the Designated Securities on the front cover of the Prospectus Supplement and the last paragraph under the caption "Underwriting" on page S-8.

Address of Representatives:

Credit Suisse First Boston LLC
11 Madison Avenue
New York, NY 10010

Merrill Lynch Pierce Fenner & Smith Incorporated
4 World Financial Center, 26th Floor
New York, NY 10080

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

Modification of Basic Provisions

Throughout the Basic Provisions, change references to "Representative" from "Representative" to "Representatives."

In Section 1:

Add after subsection (m):

"(n) The documents incorporated by reference in the prospectus do not include non-GAAP financial measures within the meaning of Regulation G or Item 10 of Regulation S-K of the Commission, with the possible exception of the measure "net revenues" which is described under results of operations in Item 7 of the Company's Annual Report on Form 10-K for the year ended December 31, 2004."

Delete Section 4 (c) of the Basic Provisions in its entirety and substitute the following:

"To deliver to the Representatives conformed copies of the Registration Statement, and each amendment thereto, including exhibits thereto and documents incorporated by reference therein, and to furnish to the Underwriters copies of the Prospectus, and each amendment or supplement thereto, in such quantities as the Representatives may from time to time reasonably request, and, if the delivery of a prospectus is required at any time in connection with the offering or sale of the Designated Securities and if at that time any event shall have occurred as a result of which the Prospectus would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when the Prospectus is delivered, not misleading, or, if for any other reason it shall be necessary during the same period to amend or supplement the Prospectus or to file under the Exchange Act any document incorporated by reference in the Prospectus in order to comply with the Act or the Exchange Act, to notify the Representatives and upon its request to file the document and to prepare and furnish without charge to the Underwriters and to any dealer in securities as many copies as the Representatives may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus that will correct the statement or omission or effect compliance;"

Delete Section 6 (d) of the Basic Provisions in its entirety and substitute the following:

"The Representatives shall have received at the Time of Delivery a letter from PricewaterhouseCoopers LLP, dated the Time of Delivery, substantially in the form theretofore supplied to and deemed satisfactory by the Representatives."

Add at the end of Section 14 of the Basic Provisions the following:

"The Company acknowledges and agrees that (i) the purchase and sale of the Designated Securities pursuant to this Agreement, including the determination of the public offering price of the Designated Securities and any related discounts and commissions, is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other hand, (ii) in connection with the offering contemplated hereby and the process leading to such transaction each Underwriter is and has been acting solely as a principal and is not the agent or fiduciary of the Company, or its stockholders, creditors, employees or any other party, (iii) no Underwriter has assumed or will assume an advisory or fiduciary responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) and no Underwriter has any obligation to the Company with respect to the offering contemplated hereby except the obligations expressly set forth in this Agreement, (iv) the Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company, and (v) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate."

Exhibit 4.1

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

AND

JPMORGAN CHASE BANK, N.A.
(formerly known as JPMorgan Chase Bank and previous to that as The Chase Manhattan Bank (successor to The Chase Manhattan Bank (National Association))),
as Trustee

SECOND SUPPLEMENTAL INDENTURE

Dated June 23, 2005

TO

INDENTURE

Dated as of December 1, 1990

Providing for an Amendment to the Indenture

This Second Supplemental Indenture, dated as of June 23, 2005, between CONSOLIDATED EDISON COMPANY OF NEW YORK, INC., a corporation organized and existing under the laws of the State of New York (herein called the Company") and JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank and previous to that as The Chase Manhattan Bank, successor to The Chase Manhattan Bank (National Association), and herein called the "Trustee"):

RECITALS OF THE COMPANY

WHEREAS, the Company has executed and delivered to the Trustee an Indenture, dated as of December 1, 1990, (the "Indenture") to provide for the issuance in one or more series of its unsecured debentures, notes or other evidences of indebtedness (herein called the "Securities") and to provide for the general terms and conditions upon which the Securities are to be authenticated, issued and delivered; and

WHEREAS, in accordance with Section 10.01(d) of the Indenture, the Company and the Trustee, without the consent of Securityholders, may enter into indentures supplemental to the Indenture for the purpose of curing any ambiguity contained in the Indenture, correcting or supplementing any provision of the Indenture which may be inconsistent with any other provisions contained in the Indenture, or making certain other provisions in regard to the Indenture; and

WHEREAS, the Company has executed and delivered to the Trustee a First Supplemental Indenture, dated as of March 6, 1996, (the "First Supplemental Indenture") to the Indenture; and

WHEREAS, the Company has duly authorized the execution and delivery of this Second Supplemental Indenture to further amend and supplement the Indenture, as heretofore supplemented and amended by the First Supplemental Indenture, to clarify that any "other conditions, limitations or restrictions thereafter to be observed" added to the Indenture pursuant to supplemental indentures entered into pursuant to Section 10.01(e) of the Indenture are to be observed "by the Company"; and

WHEREAS, all conditions and requirements necessary to make this Second Supplemental Indenture a valid, binding and legal instrument in accordance with its terms have been done, performed and fulfilled, and the execution and delivery of this Second Supplemental Indenture has been authorized in accordance with the resolution of the Company's Board of Trustees;

NOW, THEREFORE, in consideration of the premises and of the sum of $1 duly paid by the Trustee at the execution of these presents, the receipt of which is hereby acknowledged, the Company covenants and agrees with the Trustee as follows:

ARTICLE ONE

Amendment to the Indenture

Section 1.01. Amendment to Section 10.01(e). Section 10.01(e) of the Indenture is hereby amended by deleting 10.01(e) in its entirety and substituting for it the following:

"(e) to establish the form and terms of the Securities of any series as permitted in Sections 2.01, 2.02 and 2.03 or to authorize the issuance of additional Securities of a series previously authorized or to add to the conditions, limitations or restrictions on the authorized amount, terms or purposes of issue, authentication or delivery of the Securities of any series, as herein set forth, or to add other conditions, limitations or restrictions thereafter to be observed by the Company; and"

ARTICLE TWO

Miscellaneous

Section 2.01. Execution as Supplemental Indenture. The Indenture, as heretofore supplemented and amended by the First Supplemental Indenture and as supplemented and amended by this Second Supplemental Indenture, is in all respects ratified and confirmed. This Second Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Indenture and, as provided in the Indenture, the Indenture as heretofore supplemented and amended by the First Supplemental Indenture shall be and be deemed to be modified and amended in accordance herewith, and all of the terms and conditions of this Second Supplemental Indenture shall be and be deemed to be part of the terms and conditions of the Indenture as heretofore supplemented and amended by the First Supplemental Indenture for any and all purposes. Except as herein expressly otherwise defined, the use of the terms and expressions herein is in accordance with the definitions, uses and constructions contained in the Indenture.

Section 2.02. Responsibility for Recitals, Etc. The recitals herein shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representations as to the validity or sufficiency of this Second Supplemental Indenture.

Section 2.03. Provisions Binding on Company's Successors. All the covenants, stipulations, promises and agreements in this Second Supplemental Indenture contained by or on behalf of the Company shall bind its successors and assigns, whether so expressed or not.

Section 2.04. Law of New York to Govern. This Second Supplemental Indenture shall be deemed to be a contract made under the law of the State of New York, and for all purposes shall be construed in accordance with the law of said State.

Section 2.05. Execution and Counterparts. This Second Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed and their respective corporate seals to be hereunto affixed and attested, all on the day and year first above written.

CONSOLIDATED EDISON COMPANY
OF NEW YORK, INC.

By: /s/ Joan S. Freilich

Joan S. Freilich
Executive Vice President and Chief
Financial Officer

[CORPORATE SEAL]
Attest:

/s/ Peter J. Barrett

Peter J. Barrett
Assistant Secretary

JPMORGAN CHASE BANK, N.A.,
as Trustee

By: /s/ L. O'Brien

L. O'Brien
Vice President

[CORPORATE SEAL]
Attest:

/s/ Diane Darconte

Diane Darconte
Trust Officer

Exhibit 4.2

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.
5.375% DEBENTURES, SERIES 2005 C

INTEREST RATE	MATURITY DATE	CUSIP
5.375% per annum	December 15, 2015	209111 EK 5

REGISTERED HOLDER: Cede & Co.

PRINCIPAL SUM: THREE HUNDRED FIFTY MILLION DOLLARS ($350,000,000)

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 November 16, 2005, or from the most recent interest payment date to which interest has been duly paid or provided for, initially on June 15, 2006, and thereafter semi-annually on each June 15 and December 15 of 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 last day of the month preceding the interest payment date, except as otherwise provided in the Indenture.

The principal of this Debenture, when due and payable, shall, upon presentation and surrender hereof, be paid at The Bank of New York, 101 Barclay Street, Stock Transfer Division, New York, New York, or at the office of any paying agent subsequently appointed pursuant to the Indenture. The interest on this Debenture, when due and payable, shall be paid at The Bank of New York, 101 Barclay Street, Stock Transfer Division, New York, New York, or at the office of any paying agent subsequently appointed pursuant to the Indenture, 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 5.375% Debentures, Series 2005 C (hereinafter called the "Debentures"), issued and to be issued under an Indenture dated as of December 1, 1990 between the Company and JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank, formerly known as The Chase Manhattan Bank (successor to The Chase Manhattan Bank (National Association))), Trustee (hereinafter called the "Trustee", which term includes any successor trustee under the Indenture), as amended and supplemented to the date hereof, including by the First Supplemental Indenture, dated as of March 6, 1996, between the Company and the Trustee and the Second Supplemental Indenture, dated as of June 23, 2005, 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 in whole or in part, at its option at any time, at a redemption price equal to the greater of (1) 100% of the principal amount of the Debentures being redeemed or (2) the sum of the present values of the remaining scheduled payments of principal and interest thereon (exclusive of interest accrued to the date of redemption) discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 15 basis points, plus, in either case, accrued interest on the principal amount being redeemed to the redemption date.

"Comparable Treasury Issue" means the United States Treasury security or securities selected by an Independent Investment Banker (as defined below) as having an actual or interpolated maturity comparable to the remaining term of the Debentures being redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Debentures.

"Comparable Treasury Price" means, with respect to any redemption date, (1) the average of the Reference Treasury Dealer Quotations (as defined below) for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers (as defined below) appointed by the Trustee after consultation with the Company.

"Reference Treasury Dealer" means each of Credit Suisse First Boston LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. Incorporated, their respective successors, and one other primary U.S. Government securities dealer in The City of New York (a "Primary Treasury Dealer") selected by the Company. If any Reference Treasury Dealer shall cease to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer for that dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the trustee by such Reference Treasury Dealer at 3:30 p.m. New York time on the third business day preceeding such redemption date.

"Treasury Rate" means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity or interpolated (on a day count basis) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

Unless the Company defaults in payment of the redemption price, on and after the redemption date interest will cease to accrue on the Debentures or portions thereof called 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 reduce the rate or extend the time of payment of interest thereon, or make the principal thereof, or interest thereon, payable in any coin or currency other than that provided in the Debentures 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 $1000 and any integral multiples of $1000 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 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 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 Directors, 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.

All terms used in this Debenture which are defined in the Indenture and not defined herein shall have the meanings assigned to them in the Indenture.

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 an Senior Vice President and Chief Financial Officer and the Vice President and 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

Senior Vice President and Chief Financial Officer

By

Vice President and Treasurer

SEAL

TRUSTEE'S CERTIFICATE OF AUTHENTICATION
This is one of the Securities of the series designated herein issued under the Indenture described herein.

JPMORGAN CHASE BANK, N.A.
as Trustee

By

Authorized Officer

Dated: November __, 2005

Exhibit 5

November 16, 2005

Consolidated Edison Company of New York, Inc.
4 Irving Place
New York, New York 10003

Re: Securities Registered Under the Securities Act of 1933

Ladies and Gentlemen:

I am the Vice President of Legal Services at Consolidated Edison Company of New York, Inc. ("Con Edison of New York"). I and other members of Con Edison of New York's Law Department have represented Con Edison of New York in connection with the issuance and sale of $350 million aggregate principal amount of Con Edison of New York's 5.375% Debentures, Series 2005 C (the "Debentures"). The Debentures were registered under the Securities Act of 1933, as amended, pursuant to Registration Statements on Form S-3 (Nos. 333-123780 and 333-114393, the "Registration Statements"). The Securities are to be issued under the Indenture, dated as of December 1, 1990, between Con Edison of New York and JPMorgan Chase Bank (formerly The Chase Manhattan Bank (successor to The Chase Manhattan Bank (National Association))), as Trustee, as amended and supplemented by a First Supplemental Indenture, dated as of March 6, 1996 and a Second Supplemental Indenture, dated as of June 23, 2005 (the Indenture, as so amended and supplemented, is herein referred to as the "Indenture").

I have examined such documents as I have deemed necessary for the purpose of this opinion, including (a) the Certificate of Incorporation and the By-Laws of Con Edison of New York; (b) the Indenture; and (c) minutes of meetings of the Board of Trustees of Con Edison of New York.

It is my opinion that the Debentures are the legal, valid and binding obligations of Con Edison of New York in accordance with their terms.

I consent to the filing of this opinion as an exhibit to the Registration Statements and to the reference to me under the caption “Legal Matters” in the prospectus constituting a part of the Registration Statements. However, in giving such consent, I do not thereby admit that I come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations thereunder.

Very truly yours,

/s/ Peter A. Irwin

Peter A. Irwin