

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: January 29, 1998

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.  
(Exact name of registrant as specified in charter)

New York	1-1217	13-5009340
(State of	(Commission	(I.R.S. Employer
Incorporation)	File Number)	Identification No.)

4 Irving Place, New York, NY 10003  
(Address of principal executive offices)

Registrant's telephone number: (212) 460-4600

INFORMATION TO BE INCLUDED IN THE REPORT

ITEM 5. OTHER EVENTS

On January 29, 1998, the Company entered into (i) an underwriting agreement with Salomon Brothers Inc for the sale of \$180 million aggregate principal amount of the Company's 6 1/4% Debentures, Series 1998 A (the "1998 A Debentures") and (ii) an underwriting agreement with Merrill Lynch, Pierce, Fenner & Smith Incorporated for the sale of \$105 million aggregate principal amount of the Company's 7.10% Debentures, Series 1998 B (the "1998 B Debentures" together with the 1998 A Debentures, the "Debentures"). The Debentures were registered under the Securities Act of 1933 pursuant to a Registration Statement on Form S-3 (No.333-39603, declared effective November 7, 1997) relating to \$330 million aggregate principal amount of unsecured debt securities of the Company, of which \$5 million has been sold in a previous offering of debt securities. Copies of the underwriting agreement and the definitive form of the Debentures are filed as exhibits to this report.

It is expected that the net proceeds to be received by the Company from the sale of the Debentures, along with other funds of the Company, will be applied to redeem \$100,885,000 aggregate principal amount of 7 1/8% Electric Facilities Revenue Bonds, Series 1987 A (due March 15, 2022) that the Company issued through New York State Energy Research and Development Authority; \$75 million aggregate principal amount of the Company's 7 3/8% Debentures, Series 1992 E (due September 1, 2005) and \$100 million aggregate principal amount of the Company's 8.05% Debentures, Series 1992 F (due December 15, 2027).

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 COMPANY  
OF NEW YORK, INC.

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

DATE: January 29, 1998

Index to Exhibits

Exhibit	Description	Sequential Page Number at which Exhibit Begins
1.1	Underwriting Agreement relating to Series 1998 A Debentures.	
1.2	Underwriting Agreement relating to Series 1998 B Debentures.	
4.1	Form of Series 1998 A Debenture.	
4.2	Form of Series 1998 B Debenture.	

Series 1998 A Debentures

UNDERWRITING AGREEMENT

January 29, 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  
Vice President and Treasurer

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

SALOMON BROTHERS INC

By: Christine H. Murray  
Name: Christine H. Murray  
Title: Director

SCHEDULE I

Underwriter	Principal Amount of Designated Securities to be Purchased
SALOMON BROTHERS INC	\$180,000,000
Total	\$180,000,000

SCHEDULE II

Title of Designated Securities:

6 1/4% Debentures, Series 1998 A

Aggregate principal amount:

\$180,000,000.

Price to Public:

Initially 100% of the principal amount of the Designated Securities, plus accrued interest, if any, from February 3, 1998 to the date of delivery, thereafter at market prices prevailing at the time of sale or at negotiated prices.

Purchase Price by Underwriters:

99.619% of the principal amount of the Designated Securities, plus accrued interest, if any, from February 3, 1998 to the date of delivery.

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

Federal Reserve Bank check or checks payable in immediately available funds to the order of "Consolidated Edison Company of New York, Inc."

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:

February 1, 2008.

Interest Rate:

As set forth in the prospectus supplement, dated January 29, 1998, for the Designated Securities (the "Prospectus Supplement") to the prospectus, dated November 7, 1997 (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. 333-39603, declared effective by the SEC on November 7, 1997).

Interest Payment Dates:

As set forth in the Prospectus Supplement.

Redemption Provisions:

None.

Sinking Fund Provisions:

None.

Time of Delivery:

10:00 a.m., on February 3, 1998.

Closing Location:

Room 1810-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 and the second and third sentences of the third paragraph of the section entitled "Underwriting" on page S-4 of the Prospectus Supplement.

Address of Representative:

Salomon Brothers Inc  
Seven World Trade Center  
New York, New York 10048  
Attention: Howard Hiller

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 January 30, 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.

Series 1998 B Debentures

UNDERWRITING AGREEMENT

January 29, 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  
Vice President and Treasurer

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

Merrill Lynch & Co.  
Merrill Lynch, Pierce, Fenner & Smith Incorporated

By: Jean M. Tomaselli  
Name: Jean M. Tomaselli  
Title: Vice President

SCHEDULE I

Underwriter	Principal Amount of Designated Securities to be Purchased
Merrill Lynch & Co. Merrill Lynch, Pierce, Fenner & Smith Incorporated	\$105,000,000
Total	\$105,000,000

SCHEDULE II

Title of Designated Securities:

7.10% Debentures, Series 1998 B

Aggregate principal amount:

\$105,000,000.

Price to Public:

Initially 99.642% of the principal amount of the Designated Securities, plus accrued interest, if any, from February 3, 1998 to the date of delivery, thereafter at market prices prevailing at the time of sale or at negotiated prices.

Purchase Price by Underwriters:

99.142% of the principal amount of the Designated Securities, plus accrued interest, if any, from February 3, 1998 to the date of delivery.

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

Federal Reserve Bank check or checks payable in immediately available funds to the order of "Consolidated Edison Company of New York, Inc."

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:

February 1, 2028.

Interest Rate:

As set forth in the prospectus supplement, dated January 29, 1998, for the Designated Securities (the "Prospectus Supplement") to the prospectus, dated November 7, 1997 (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. 333-39603, declared effective by the SEC on November 7, 1997).

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 February 3, 1998.

Closing Location:

Room 1810-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 and the second and third sentences of the third paragraph of the section entitled "Underwriting" on page S-4 of the Prospectus Supplement.

Address of Representative:

Merrill Lynch & Co.  
Merrill Lynch, Pierce, Fenner & Smith Incorporated  
World Financial Center  
North Tower - 29th Floor  
New York, New York 10281-1309  
Attention: John Thorndike

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 January 30, 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 1/4% DEBENTURES, SERIES 1998 A

INTEREST RATE	MATURITY DATE	CUSIP
6 1/4% per annum	February 1, 2008	209111 __ _

REGISTERED HOLDER: [Cede & Co.]

PRINCIPAL SUM: [ONE HUNDRED EIGHTY MILLION DOLLARS (\$180,000,000)]

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, the principal sum stated above and to pay interest thereon from February 3, 1998, or from the most recent interest payment date to which interest has been duly paid or provided for, on August 1, 1998 and thereafter semi-annually on February 1 and August 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 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 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 1/4% Debentures, Series 1998 A (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.

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 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 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 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

Senior 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

[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.  
7.10% DEBENTURES, SERIES 1998 B

INTEREST RATE	MATURITY DATE	CUSIP
7.10% per annum	February 1, 2028	209111 CW 1

REGISTERED HOLDER: [Cede & Co.]

PRINCIPAL SUM: [ONE HUNDRED FIVE MILLION DOLLARS (\$105,000,000)]

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 February 3, 1998, or from the most recent interest payment date to which interest has been duly paid or provided for, on August 1, 1998 and thereafter semi-annually on February 1 and August 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 month 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 7.10% Debentures, Series 1998 B (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 February 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 February 1,

Year	Redemption Price	Year	Redemption Price
2008	103.371%	2014	101.348%
2009	103.034%	2015	101.011%
2010	102.697%	2016	100.674%
2011	102.360%	2017	100.337%
2012	102.023%	2018 and thereafter	
2013	101.686%		100.000%

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, or reduce the rate or extend the time of payment of interest thereon or make the principal thereof or premium, 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 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 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

Senior 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