

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

**Form S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

(Exact name of Registrant as specified in its charter)

New York
(State of incorporation)

13-5009340
(I.R.S. Employer Identification No.)

**4 Irving Place
New York, New York 10003
(212) 460-4600**
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

ROBERT HOGLUND
Senior Vice President and
Chief Financial Officer

or

ELIZABETH D. MOORE, ESQ.
Senior Vice President and
General Counsel

**4 Irving Place
New York, New York 10003
(212) 460-4600**
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copy to:

**Michael F. Fitzpatrick, Jr., Esq.
Hunton & Williams LLP
200 Park Avenue
New York, New York 10166**

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this Registration Statement.

If the only securities registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to Be Registered	Amount To Be Registered/ Proposed Maximum Offering Price Per Unit/ Proposed Maximum Aggregate Offering Price/ Amount of Registration Fee
Debt Securities	(1)
Cumulative Preferred Stock (\$100 Par Value)	(1)

(1) An indeterminate aggregate initial offering price and amount of securities are being registered as may from time to time be offered at indeterminate prices. In accordance with Rules 456(b) and 457(r) under the Securities Act of 1933, as amended, the Registrant is deferring payment of all of the registration fee.

PROSPECTUS

Consolidated Edison Company of New York, Inc.

Debt Securities

Cumulative Preferred Stock (\$100 Par Value)

We may offer and sell our unsecured debt securities and our Cumulative Preferred Stock (\$100 Par Value) from time to time. We will establish the specific terms of each series of our debt securities and Cumulative Preferred Stock we offer, their offering prices and how they will be offered at the time we offer them, and we will describe them in one or more supplements to this prospectus. This prospectus may not be used to offer and sell our securities unless accompanied by a prospectus supplement. You should read this prospectus and the related prospectus supplement before you invest in our securities.

Investing in our securities involves risks. See “[Risk Factors](#)” on page 2 of this prospectus.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

We may sell our securities on a continuous or delayed basis directly, through agents, dealers or underwriters as designated from time to time, or through a combination of these methods. We reserve the sole right to accept, and together with any agents, dealers and underwriters, reserve the right to reject, in whole or in part, any proposed purchase of securities. If any agents, dealers or underwriters are involved in the sale of any securities, the applicable prospectus supplement will set forth any applicable commissions or discounts. Our net proceeds from the sale of securities also will be set forth in the applicable prospectus supplement.

The date of this prospectus is August 6, 2015.

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RISK FACTORS

Our businesses are influenced by many factors that are difficult to predict, and that involve uncertainties that may materially affect actual operating results, cash flows and financial condition. These risk factors include those described in the documents that are incorporated by reference in this prospectus (see “Incorporation by Reference,” below), and could include additional uncertainties not presently known to us or that we currently do not consider to be material. Before making an investment decision, you should carefully consider these risks as well as any other information we include or incorporate by reference in this prospectus or include in any applicable prospectus supplement.

ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement for our securities that we have filed with the Securities and Exchange Commission (the “Commission”) using a “shelf” registration process. We may use this prospectus to offer and sell from time to time any of the securities described in this prospectus in one or more offerings. This prospectus provides you with a general description of the securities we may offer. Each time we offer securities, we will file with the Commission a supplement to this prospectus that will describe the specific terms of that offering. The specific terms of the offered securities may vary from the general terms of the securities described in this prospectus, and accordingly the description of the securities contained in this prospectus is subject to, and qualified by reference to, the specific terms of the offered securities contained in the applicable prospectus supplement. The prospectus supplement may also add, update or change the information contained in this prospectus, including information about us. If there is any inconsistency between this prospectus and the applicable prospectus supplement, you should rely on the information in the prospectus supplement. Before you invest, you should carefully read this prospectus, the applicable prospectus supplement and the information contained in the documents we refer to in this prospectus under “Where You Can Find More Information.”

This prospectus and any accompanying prospectus supplement contain and incorporate by reference information that you should consider when making your investment decision. We have not authorized anyone else to provide you with any additional or different information. If anyone provides you with such additional, different or inconsistent information, you should not rely on it. We are not making an offer to sell securities in any jurisdiction where the offer or sale is not permitted. You should assume that information appearing in this prospectus, any prospectus supplement and the documents incorporated by reference therein and in any related written communication that we provide or authorize is accurate only as of the respective dates of such documents. Our business, financial condition, results of operations and prospects may have changed since such dates.

References in this prospectus to the terms “we,” “us” or other similar terms mean Consolidated Edison Company of New York, Inc., unless the context clearly indicates otherwise. We are also referred to in this prospectus as Con Edison of New York.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports and other information with the Commission and these filings are publicly available through the Commission’s website (<http://www.sec.gov>). You may read and copy materials that we have filed with the Commission at its public reference room located at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the public reference room by calling the Commission at 1-800-SEC-0330.

This prospectus, which includes information incorporated by reference (see “Incorporation by Reference,” below), is part of a registration statement on Form S-3 we have filed with the Commission relating to our securities. As permitted by the Commission’s rules, this prospectus does not contain all of the information included in the registration statement and the accompanying exhibits and schedules we file with the Commission.

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You should read the registration statement and the exhibits and schedules for more information about us and our securities. The registration statement, exhibits and schedules are also available at the Commission's public reference room or through its Internet website.

You may obtain a free copy of our filings with the Commission by writing or telephoning us at our principal executive offices: Corporate Secretary, Consolidated Edison Company of New York, Inc., 4 Irving Place, New York, New York 10003 (Telephone No.: 212-460-3331). The filings are also available through the Investor Information section of our website: www.coned.com. The information on our website is not incorporated into this prospectus by reference, and you should not consider it a part of this prospectus.

INCORPORATION BY REFERENCE

The Commission allows us to "incorporate by reference" into this prospectus information we file with them. This means that we can disclose important information to you by referring you to documents that we have previously filed with the Commission or documents that we will file with the Commission in the future. The information we incorporate by reference is considered to be an important part of this prospectus. Information that we file later with the Commission that is incorporated by reference into this prospectus will automatically update and supercede this information.

We are incorporating by reference into this prospectus the following Con Edison of New York documents that we have filed with the Commission:

- Annual Report on Form 10-K for the year ended December 31, 2014;
- Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2015 and June 30, 2015; and
- Current Reports on Form 8-K, dated January 15, 2015, April 20, 2015, May 18, 2015 and July 16, 2015.

We are also incorporating by reference into this prospectus any additional documents that we subsequently file with the Commission under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (other than those "furnished" pursuant to Item 2.02 or Item 7.01 in any Current Report on Form 8-K or other information deemed to have been "furnished" rather than filed in accordance with the Commission's rules) prior to the termination of the offering of the securities covered by the applicable prospectus supplement.

Any statement contained in a document incorporated or deemed to be incorporated by reference into this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus or any accompanying prospectus supplement or any other subsequently filed document that is deemed to be incorporated by reference into this prospectus modifies or supersedes the statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

CON EDISON OF NEW YORK

Con Edison of New York, incorporated in New York State in 1884, is a subsidiary of Consolidated Edison, Inc. ("Con Edison") and has no significant subsidiaries of its own. Con Edison of New York provides electric service in all of New York City (except a part of Queens) and most of Westchester County, an approximate 660 square mile service area with a population of more than nine million. Con Edison of New York also provides gas service in Manhattan, the Bronx, parts of Queens and most of Westchester, and steam service in parts of Manhattan. All of the outstanding common stock of Con Edison of New York is owned by Con Edison.

USE OF PROCEEDS

Unless we inform you otherwise in a supplement to this prospectus, we anticipate using any net proceeds received by us from the sale of the securities for the funding of our construction expenditures, and for other general corporate purposes, including, among others, repayment of our short-term debt and repurchase, retirement or refinancing of our other securities. We may temporarily invest net proceeds prior to their use.

EARNINGS RATIOS

Our ratio of earnings to fixed charges for each of the five most recently completed fiscal years and for the most recent year-to-date quarter-end period are included in the management's discussion and analysis of financial condition and results of operations section of our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q which are incorporated by reference in this prospectus.

Our ratio of earnings to combined fixed charges and preferred stock dividends for the six-month periods ended June 30, 2015 and 2014 and for each of the years 2010-2014 was:

<u>For the Six Months Ended June 30, 2015</u>	<u>For the Six Months Ended June 30, 2014</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>
3.7	3.7	3.8	3.7	3.7	3.6	3.3

DESCRIPTION OF DEBT SECURITIES

The debt securities are expected to be issued under an Indenture, dated as of December 1, 1990, between Con Edison of New York and The Bank of New York Mellon (formerly known as The Bank of New York (successor as trustee to 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 ("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 (such Indenture, as amended and supplemented, is herein referred to as the "Indenture"), copies of which are included as exhibits to the registration statement of which this prospectus is a part.

The debt securities to be issued under the Indenture will be unsecured general obligations of Con Edison of New York ranking equally and ratably in right of payment with the unsecured debt securities of Con Edison of New York issued under the Indenture that are not subordinated obligations of Con Edison of New York ("Subordinated Securities") and the unsecured promissory notes of Con Edison of New York issued as collateral for, and in consideration of the net proceeds of, a like amount of tax-exempt revenue bonds issued by New York State Energy Research and Development Authority; provided, however, that if so provided in the prospectus supplement relating to a series of debt securities, the debt securities will be Subordinated Securities.

There is no requirement that future issues of debt securities of Con Edison of New York be issued under the Indenture, and Con Edison of New York will be free to employ other indentures or documentation, containing provisions different from those included in the Indenture or applicable to one or more issues of debt securities, in connection with future issues of such other debt securities. Any such other indenture or documentation would be described in a prospectus supplement or in a revision to this prospectus.

The Indenture does not specifically restrict the ability of Con Edison of New York to engage in transactions which could have the effect of increasing the ratio of debt to equity capitalization of Con Edison of New York or a successor corporation. For example, the Indenture does not limit the amount of indebtedness of Con Edison of New York, the payment of dividends by Con Edison of New York or the acquisition by Con Edison of New York of any of the equity securities of Con Edison or Con Edison of New York. The Indenture also permits Con Edison of New York to merge or consolidate or to transfer its assets, subject to certain conditions (see "Consolidation, Merger and Sale" below). Con Edison of New York must obtain approvals from state and/or federal regulatory bodies to merge or consolidate or, with limited exceptions, to issue securities or transfer assets.

The following summary of the Indenture does not purport to be complete and is subject to, and qualified in its entirety by reference to, the Indenture, including the definitions therein of certain terms.

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General: The Indenture provides that the debt securities offered and other unsecured debt securities of Con Edison of New York issued under the Indenture, without limitation as to aggregate principal amount (collectively the “Indenture Securities”), may be issued in one or more series, in each case as authorized from time to time by Con Edison of New York.

Reference is made to the prospectus supplement relating to the debt securities offered for any of the following terms not provided herein:

- (1) the title of the debt securities;
- (2) the aggregate principal amount of the debt securities;
- (3) the percentage of the principal amount representing the price for which the debt securities shall be issued;
- (4) the date or dates on which the principal of, and premium, if any, on the debt securities shall be payable;
- (5) the rate or rates (which may be fixed or variable) at which the debt securities shall bear interest, if any, or the method by which such rate or rates shall be determined;
- (6) if the amount of payments of the principal of, premium, if any, or interest, if any, on the debt securities may be determined with reference to an index, formula or other method, the manner in which such amounts shall be determined;
- (7) the date or dates from which any such interest shall accrue, or the method by which such date or dates shall be determined, the dates on which any such interest shall be payable and any record dates therefor and the basis for the computation of interest, if other than a 360-day year consisting of twelve 30-day months;
- (8) the place or places where the principal of, and premium, if any, and interest, if any, on the debt securities shall be payable;
- (9) the price or prices at which, the period or periods, if any, within which, and the terms and conditions upon which the debt securities may be redeemed, in whole or in part, at the option of Con Edison of New York;
- (10) the obligation, if any, of Con Edison of New York to redeem, purchase or repay the debt securities pursuant to any sinking fund or analogous provisions or at the option of a holder thereof and the price or prices at which, the period or periods within which, and the terms and conditions upon which the debt securities shall be redeemed, purchased or repaid, in whole or in part, pursuant to such obligation;
- (11) whether the debt securities shall be issued in whole or in part in the form of one or more Global Securities and, if so, the identity of the Depositary for such Global Security or Global Securities;
- (12) if other than \$1,000 or an integral multiple thereof, the denominations in which the debt securities shall be issued;
- (13) if other than the principal amount thereof, the portion of the principal amount of the debt securities payable upon declaration of acceleration of the maturity of the debt securities;
- (14) any deletions from or modifications of or additions to the Events of Default set forth in Section 6.01 of the Indenture pertaining to the debt securities;
- (15) the provisions, if any, relating to the defeasance of debt securities of a series prior to the maturity thereof pursuant to Section 12.02 of the Indenture (see “Satisfaction and Discharge of Indenture; Defeasance”);
- (16) the terms, if any, upon which Con Edison of New York may elect not to pay interest on an interest payment date;

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- (17) the provisions, if any, relating to the subordination of the debt securities pursuant to Article 15 of the Indenture (see “Subordination”); and
- (18) any other terms of the debt securities not inconsistent with the provisions of the Indenture and not adversely affecting the rights of any other series of Indenture Securities then outstanding. (Section 2.03)

Con Edison of New York may authorize the issuance and provide for the terms of a series of Indenture Securities pursuant to a resolution of its Board of Trustees, and in an Officer’s Certificate, or any duly authorized committee thereof or pursuant to a supplemental indenture. The provisions of the Indenture described above permit Con Edison of New York, in addition to issuing Indenture Securities with terms different from those of Indenture Securities previously issued, to “reopen” a previous issue of a series of Indenture Securities and to issue additional Indenture Securities of such series.

The Indenture Securities will be issued only in registered form without coupons and, unless otherwise provided with respect to a series of Indenture Securities, in denominations of \$1,000 and integral multiples thereof. (Section 2.02) Indenture Securities of a series may be issued in whole or in part in the form of one or more Global Securities (see “Global Securities”). One or more Global Securities will be issued in a denomination or aggregate denominations equal to the aggregate principal amount of outstanding Indenture Securities of the series to be represented by such Global Security or Global Securities. (Section 2.01) No service charge will be made for any transfer or exchange of Indenture Securities, but Con Edison of New York may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. (Section 2.05)

One or more series of the Indenture Securities may be issued with the same or various maturities at par or at a discount. Debt securities bearing no interest or interest at a rate which at the time of issuance is below the market rate (“Original Issue Discount Securities”) will be sold at a discount (which may be substantial) below their stated principal amount. Federal income tax consequences and other special considerations applicable to any such Original Issue Discount Securities will be described in the prospectus supplement relating thereto.

Subordination: If the prospectus supplement relating to a particular series of Indenture Securities so provides, such securities will be Subordinated Securities and the payment of the principal of, premium, if any, and interest on the Subordinated Securities will be subordinate and junior in right of payment to the prior payment in full of all Senior Indebtedness (defined below) to the extent set forth in the next paragraph. (Section 15.01)

In the event (a) of any distribution of assets of Con Edison of New York in bankruptcy, insolvency, reorganization or receivership proceedings, or upon an assignment for the benefit of creditors, or any other marshalling of assets and liabilities of Con Edison of New York, except for a distribution in connection with a consolidation, merger, sale, transfer or lease permitted under the Indenture (see “Consolidation, Merger and Sale”), or (b) the principal of any Senior Indebtedness shall have been declared due and payable by reason of an event of default with respect thereto and such event of default shall not have been rescinded, then the holders of Subordinated Securities will not be entitled to receive or retain any payment, or distribution of assets of Con Edison of New York, in respect of the principal of, premium, if any, and interest on the Subordinated Securities until the holders of all Senior Indebtedness (or, in the circumstances described in the foregoing clause (b), all Senior Indebtedness due and payable by reason of such an event of default) receive payment of the full amount due in respect of the principal of, premium, if any, and interest on the Senior Indebtedness or provision for such payment on the Senior Indebtedness shall have been made. (Section 15.02)

Subject to the payment in full of all Senior Indebtedness, the holders of the Subordinated Securities shall be subrogated to the rights of the holders of the Senior Indebtedness to receive payments or distributions applicable to the Senior Indebtedness until all amounts owing on the Subordinated Securities shall be paid in full. (Section 15.03)

“Senior Indebtedness” means all indebtedness of Con Edison of New York for the repayment of money borrowed (whether or not represented by bonds, debentures, notes or other securities) other than the indebtedness

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evidenced by the Subordinated Securities and any indebtedness subordinated to, or subordinated on parity with, the Subordinated Securities. Senior Indebtedness does not include customer deposits or other amounts securing obligations of others to Con Edison of New York. (Section 15.01)

The Indenture does not limit the aggregate amount of Senior Indebtedness that Con Edison of New York may issue. As of June 30, 2015, approximately \$12.2 billion of Senior Indebtedness was outstanding.

Redemption: If the prospectus supplement relating to a particular series of Indenture Securities so provides, such securities will be subject to redemption at the option of Con Edison of New York. Notice of any redemption of Indenture Securities shall be given to the registered holders of such securities not less than 30 days nor more than 60 days prior to the date fixed for redemption. If less than all of a series of Indenture Securities are to be redeemed, the Trustee shall select, in such manner as in its sole discretion it shall deem appropriate and fair, the Indenture Securities of such series or portions thereof to be redeemed. (Section 3.02)

Global Securities: The Indenture Securities of a series may be issued in whole or in part in the form of one or more Global Securities that will be deposited with, or on behalf of, the Depositary identified in the prospectus supplement relating thereto. Unless and until it is exchanged in whole or in part for Indenture Securities in definitive form, a Global Security may not be transferred except as a whole by the Depositary for such Global Security to a nominee of such Depositary or by a nominee of such Depositary to such Depositary or another nominee of such Depositary or by such Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary. (Sections 2.01 and 2.05)

The specific terms of the depositary arrangement with respect to any Indenture Securities of a series will be described in the prospectus supplement relating thereto. Con Edison of New York anticipates that the following provisions will apply to all depositary arrangements.

Upon the issuance of a Global Security, the Depositary for such Global Security will credit, on its book entry registration and transfer system, the respective principal amounts of the Indenture Securities represented by such Global Security to the accounts of institutions that have accounts with such Depositary ("participants"). The accounts to be credited shall be designated by the underwriters through which such Indenture Securities were sold. Ownership of beneficial interests in a Global Security will be limited to participants or persons that may hold interests through participants. Ownership of beneficial interests in such Global Security will be shown on, and the transfer of that ownership will be effected only through, records maintained by the Depositary for such Global Security or by participants or persons that hold through participants. The laws of some states require that certain purchasers of securities take physical delivery of such securities in definitive form. Such limits and such laws may impair the ability to transfer beneficial interests in a Global Security.

So long as the Depositary for a Global Security, or its nominee, is the owner of such Global Security, such Depositary or such nominee, as the case may be, will be considered the sole owner or holder of the Indenture Securities represented by such Global Security for all purposes under the Indenture. Except as set forth below, owners of beneficial interests in a Global Security will not be entitled to have Indenture Securities of the series represented by such Global Security registered in their names, will not receive or be entitled to receive physical delivery of Indenture Securities of such series in definitive form and will not be considered the owners or holders thereof under the Indenture.

Payments of principal of, premium, if any, and interest, if any, on Indenture Securities registered in the name of or held by a Depositary or its nominee will be made to the Depositary or its nominee, as the case may be, as the registered owner of the Global Security representing such Indenture Securities. None of Con Edison of New York, the Trustee or any paying agent for such Indenture Securities will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in a Global Security for such Indenture Securities or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

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Con Edison of New York expects that the Depository for Indenture Securities of a series, upon receipt of any payment of principal, premium, if any, or interest, if any, in respect of a Global Security will immediately credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of such Global Security as shown on the records of such Depository. Con Edison of New York also expects that payments by participants to owners of beneficial interests in such Global Security held through such participants will be governed by standing instructions and customary practices, as is now the case with securities registered in "street name," and will be the responsibility of such participants.

If a Depository for Indenture Securities of a series is at any time unwilling or unable to continue as Depository and a successor depository is not appointed by Con Edison of New York within 90 days, Con Edison of New York will issue Indenture Securities of such series in definitive form in exchange for the Global Security or Global Securities representing the Indenture Securities of such series. In addition, Con Edison of New York may at any time and in its sole discretion determine not to have any Indenture Securities of a series represented by one or more Global Securities and, in such event, will issue Indenture Securities of such series in definitive form in exchange for the Global Security or Global Securities representing such Indenture Securities. Further, if Con Edison of New York so specifies with respect to the Indenture Securities of a series, each person specified by the Depository of the Global Security representing Indenture Securities of such series may, on terms acceptable to Con Edison of New York and the Depository for such Global Security, receive Indenture Securities of the series in definitive form. In any such instance, each person so specified by the Depository of the Global Security will be entitled to physical delivery in definitive form of Indenture Securities of the series represented by such Global Security equal in principal amount to such person's beneficial interest in the Global Security. The rules of the Depository Trust Company ("DTC"), which serves as the Depository for all of Con Edison's outstanding Indenture Securities, provide that DTC will not effectuate withdrawals of securities from DTC's book-entry system based upon a request from the issuer.

Payments and Paying Agents: Unless otherwise indicated in the prospectus supplement, payment of principal of and premium, if any, on Indenture Securities will be made against surrender of such Indenture Securities at The Bank of New York Mellon, Corporate Trust Division, 111 Sanders Creek Parkway, East Syracuse, NY 13057. Unless otherwise indicated in the prospectus supplement, payment of any installment of interest on Indenture Securities will be made to the person in whose name such Indenture Security is registered at the close of business on the record date for such interest. Unless otherwise indicated in the prospectus supplement, payments of such interest will be made at The Bank of New York Mellon, or by a check mailed to each holder of an Indenture Security at such holder's registered address.

All moneys paid by Con Edison of New York to a paying agent for the payment of principal of, premium, if any, or interest, if any, on any Indenture Security that remain unclaimed at the end of two years after such principal, premium or interest shall have become due and payable will be repaid to Con Edison of New York and the holder of such Indenture Security entitled to receive such payment will thereafter look only to Con Edison of New York for payment thereof. (Section 12.05) However, any such payment shall be subject to escheat pursuant to state abandoned property laws.

Consolidation, Merger and Sale: The Indenture permits Con Edison of New York, without the consent of the holders of any of the Indenture Securities, to consolidate with or merge into any other corporation or sell, transfer or lease its assets as an entirety or substantially as an entirety to any person, provided that: (i) the successor is a corporation organized under the laws of the United States of America or any state thereof; (ii) the successor assumes Con Edison of New York's obligations under the Indenture and the Indenture Securities; (iii) immediately after giving effect to the transaction, no Event of Default (see "Default and Certain Rights on Default") and no event that, after notice or lapse of time, or both, would become an Event of Default, shall have occurred and be continuing; and (iv) certain other conditions are met. (Section 11.02) The Indenture does not restrict the merger of another corporation into Con Edison of New York.

Modification of the Indenture: The Indenture contains provisions permitting Con Edison of New York and the Trustee, without the consent of the holders of the Indenture Securities, to execute supplemental indentures to,

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among other things, establish the form and terms of any series of Indenture Securities issuable thereunder by one or more supplemental indentures and to add to the conditions, limitations or restrictions to be observed by Con Edison of New York and to cure any ambiguity or to correct or supplement any provision contained in the Indenture which may be defective or inconsistent with any other provision contained therein or to make such other provisions in regard to matters or questions arising under the Indenture as shall not be inconsistent with the provisions of the Indenture and shall not adversely affect the interests of the holders of the Indenture Securities. The Indenture also contains provisions permitting Con Edison of New York and the Trustee, with the consent of the holders of a majority in aggregate principal amount of the Indenture Securities of any series at the time outstanding, evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture with respect to Indenture Securities of such series, or modifying in any manner the rights of the holders of the Indenture Securities of such series; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity, or the earlier optional date of maturity, if any, of any Indenture Security of a particular series 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 premium, if any, or interest thereon payable in any coin or currency other than that provided in the Indenture Security, without the consent of the holder of each Indenture Security so affected, or (ii) reduce the principal amount of Indenture Securities of any series, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all Indenture Securities of such series outstanding thereunder. (Sections 10.01 and 10.02)

Default and Certain Rights on Default: The Indenture provides that the Trustee or the holders of 25% or more in aggregate principal amount of Indenture Securities of a series outstanding thereunder may declare the principal of all Indenture Securities of such series to be due and payable immediately, if any Event of Default with respect to such series of Indenture Securities shall occur and be continuing. However, if all defaults with respect to Indenture Securities of such series (other than non-payment of accelerated principal) are cured, the holders of a majority in aggregate principal amount of the Indenture Securities of such series outstanding thereunder may waive the default and rescind the declaration and its consequences. Events of Default with respect to a series of Indenture Securities include (unless specifically deleted in the supplemental indenture or Board Resolution under which such series of Indenture Securities is issued, or modified in any such supplemental indenture):

- (i) failure to pay interest when due on any Indenture Security of such series, continued for 30 days;
- (ii) failure to pay principal or premium, if any, when due on any Indenture Security of such series;
- (iii) failure to perform any other covenant of Con Edison of New York in the Indenture or the Indenture Securities of such series (other than a covenant included in the Indenture or the Indenture Securities solely for the benefit of series of Indenture Securities other than such series), continued for 60 days after written notice from the Trustee or the holders of 25% or more in aggregate principal amount of the Indenture Securities of such series outstanding thereunder;
- (iv) certain events of bankruptcy, insolvency or reorganization; and
- (v) any other Event of Default as may be specified for such series. (Section 6.01)

The Indenture provides that the holders of a majority in aggregate principal amount of the Indenture Securities of any series outstanding thereunder may, subject to certain exceptions, direct the time, method and place of conducting any proceeding for any remedy available to, or exercising any power or trust conferred upon, the Trustee with respect to Indenture Securities of such series and may on behalf of all holders of Indenture Securities of such series waive any past default and its consequences with respect to Indenture Securities of such series, except a default in the payment of the principal of or premium, if any, or interest on any of the Indenture Securities of such series. (Section 6.06)

Holders of Indenture Securities of any series may not institute any proceeding to enforce the Indenture unless the Trustee thereunder shall have refused or neglected to act for 60 days after a request and offer of

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satisfactory indemnity by the holders of 25% or more in aggregate principal amount of the Indenture Securities of such series outstanding thereunder. Notwithstanding any other provision of the Indenture, however, the right of any holder of Indenture Securities of any series to enforce payment of principal of or premium, if any, or interest on the holder's Indenture Securities when due shall not be impaired. (Section 6.04)

The Trustee is required to give the holders of Indenture Securities of any series notice of defaults with respect to such series (see Events of Default summarized above, exclusive of any grace period and irrespective of any requirement that notice of default be given) known to it within 90 days after the occurrence thereof, unless cured before the giving of such notice, but, except for defaults in payments of principal of, premium, if any, or interest on the Indenture Securities of such series, the Trustee may withhold notice if and so long as it determines in good faith that the withholding of such notice is in the interests of such holders. (Section 6.07)

Con Edison of New York is required to deliver to the Trustee each year an Officers' Certificate stating whether such officers have obtained knowledge of any default by Con Edison of New York in the performance of certain covenants and, if so, specifying the nature thereof. (Section 4.06)

Concerning the Trustee: The Indenture provides that the Trustee shall, prior to the occurrence of any Event of Default with respect to the Indenture Securities of any series and after the curing or waiving of all Events of Default with respect to such series which have occurred, perform only such duties as are specifically set forth in the Indenture. During the existence of any Event of Default with respect to the Indenture Securities of any series, the Trustee shall exercise such of the rights and powers vested in it under the Indenture with respect to such series and use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. (Section 7.01)

The Trustee may acquire and hold Indenture Securities and, subject to certain conditions, otherwise deal with Con Edison of New York as if it were not Trustee under the Indenture. (Section 7.04)

The Bank of New York Mellon, which is the Trustee under the Indenture, is a participating bank under Con Edison of New York's revolving credit agreement, and is a depository for funds and performs other services for, and transacts other banking business with, Con Edison of New York in the normal course of business.

Satisfaction and Discharge of Indenture; Defeasance: The Indenture may be satisfied and discharged upon delivery of all outstanding Indenture Securities for cancellation or if all other Indenture Securities are to be paid within one year, at maturity or upon redemption, upon deposit with the Trustee of amounts sufficient for such payment and all other sums due under the Indenture. (Section 12.01) In addition, the Indenture provides that if, at any time after the date of the Indenture, Con Edison of New York, if so permitted with respect to Indenture Securities of a particular series, shall deposit with the Trustee, in trust for the benefit of the holders thereof, (i) funds sufficient to pay, or (ii) such amount of obligations issued or guaranteed by the United States of America as will, or will together with the income thereon without consideration of any reinvestment thereof, be sufficient to pay all sums due for principal of, premium, if any, and interest on the Indenture Securities of such series, as they shall become due from time to time, and certain other conditions are met, the Trustee shall cancel and satisfy the Indenture with respect to such series to the extent provided therein. (Section 12.02) The prospectus supplement describing the Indenture Securities of such series will more fully describe the provisions, if any, relating to defeasance of the Indenture with respect to such series.

Reports Furnished Securityholders: Con Edison of New York will furnish the holders of Indenture Securities copies of all annual financial reports distributed to its stockholders generally as soon as practicable after the mailing of such material to the stockholders. (Section 4.07)

DESCRIPTION OF CUMULATIVE PREFERRED STOCK

The following description does not purport to be complete and is subject to, and qualified in its entirety by reference to, Con Edison of New York's Restated Certificate of Incorporation, as amended (the "Certificate of Incorporation"). Copies of the documents constituting the Certificate of Incorporation are exhibits to the registration statement of which this prospectus is a part.

The Cumulative Preferred Stock (\$100 Par Value, the "Cumulative Preferred Stock") is one of three classes of preferred stock authorized by the Certificate of Incorporation, the other two being \$5 Cumulative Preferred Stock, without par value (the "\$5 Preferred"), and Cumulative Preference Stock (\$100 par value). As of the date of this prospectus, no shares of any such class of preferred stock are outstanding.

At the date of this prospectus, 6,000,000 shares of Cumulative Preferred Stock are authorized. Con Edison of New York's Board of Trustees is authorized to fix the designations, preferences, privileges and voting powers of the shares of each series of the Cumulative Preferred Stock, except for provisions which are applicable to all shares of the Cumulative Preferred Stock irrespective of series. Generally, all series of Cumulative Preferred Stock shall rank equally and be identical except in certain respects, including dividend rights, redemption and sinking fund provisions, amounts payable on liquidation, dissolution or winding up of Con Edison of New York ("Liquidation") and other provisions not inconsistent with provisions applicable to all shares of Cumulative Preferred Stock.

The issuance of any Cumulative Preferred Stock and any other preferred stock ranking equally with the Cumulative Preferred Stock in the payment of dividends or distribution of capital assets is subject to the requirement that after payment of all interest charges, Con Edison of New York's consolidated net earnings for the fiscal year preceding the issue shall have been at least three times the total annual dividend requirements on all \$5 Preferred and Cumulative Preferred Stock and all such other preferred stock to be outstanding after its issue.

Dividend Rights: The holders of the Cumulative Preferred Stock are entitled to receive, when, as and if declared by Con Edison of New York's Board of Trustees, cumulative dividends from the date fixed therefor. The prospectus supplement will set forth the dividend rate and the quarterly payment dates for the series of Cumulative Preferred Stock offered. No dividends may be paid, or funds set apart for payment, on Con Edison of New York's common stock until all dividends accrued on the Cumulative Preferred Stock shall have been paid, or declared and set apart for payment, for all prior dividend periods and the then current dividend period.

Redemption Provisions: The prospectus supplement shall set forth whether or not the series of Cumulative Preferred Stock offered shall be redeemable, and if made redeemable, the redemption price or prices per share, which prices, in each and every case, shall be a stated amount with respect to redemption during any specified period or periods, plus an amount equal to the dividends accrued and unpaid thereon to the date fixed for redemption, whether or not earned or declared.

The Certificate of Incorporation provides that Con Edison of New York may redeem any series of the Cumulative Preferred Stock which has been made redeemable, as a whole or in part, on not less than 30 nor more than 60 days' notice to the holders of such series. There are no restrictions on the repurchase or redemption of the Cumulative Preferred Stock while there is arrearage in the payment of dividends thereon except that, if the series of Cumulative Preferred Stock offered is made redeemable, then upon redemption thereof (wholly or in part) provision must be made for payment of the redemption price together with an amount equal to all dividends accrued and unpaid thereon.

Sinking Fund Provisions: The prospectus supplement will set forth whether or not there shall be a sinking fund, or other fund analogous thereto, with respect to the series of Cumulative Preferred Stock offered.

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Voting Rights: The Cumulative Preferred Stock has no right to vote except as otherwise required by law and except that, as provided in the Certificate of Incorporation, after such time as the \$5 Preferred shall no longer be outstanding, the Cumulative Preferred Stock will entitle any holder thereof to one vote per share held and, in addition, will entitle the holders thereof to vote as a class at the next annual meeting to elect one less than a majority of Con Edison of New York's Board of Trustees whenever the equivalent in amount to four full quarterly dividends on all shares of outstanding Cumulative Preferred Stock shall be in default and to elect a majority of Con Edison of New York's Board of Trustees whenever eight full quarterly dividends shall be in default. The Certificate of Incorporation also provides that, without the consent of the holders of two-thirds of all outstanding shares of the Cumulative Preferred Stock, Con Edison of New York may not:

- (a) Create or authorize any kind of stock ranking prior to the Cumulative Preferred Stock with respect to the payment of dividends or upon Liquidation, whether voluntary or involuntary, or create or authorize any obligation or securities convertible into shares of any such kind of stock.
- (b) Amend, alter, change or repeal any of the express terms of the Cumulative Preferred Stock so as to affect the holders thereof adversely.

In addition, Con Edison of New York may not reclassify outstanding shares of any series of the Cumulative Preferred Stock so as to affect the holders of any series adversely without the consent of holders of two-thirds of the outstanding shares of each such series so affected.

Liquidation Rights: Before any distribution may be made to the holders of Con Edison of New York's Cumulative Preference Stock (\$100 par value) and common stock upon any Liquidation, the holders of each series of the Cumulative Preferred Stock then outstanding will be entitled to receive a sum per share payable upon the voluntary Liquidation and a sum per share payable upon the involuntary Liquidation, which sums shall be a stated amount (not less than \$100), plus in each case an amount equal to the dividends accrued and unpaid thereon, whether or not earned or declared. The prospectus supplement will set forth such amounts for the series of Cumulative Preferred Stock offered. The Certificate of Incorporation provides that the sale, conveyance, exchange or transfer of all or substantially all of Con Edison of New York's property, or the consolidation of Con Edison of New York with, or merger of Con Edison of New York into, any other corporation shall not be deemed a Liquidation. Sharing equally with any \$5 Preferred, the Cumulative Preferred Stock will be entitled to receive upon any Liquidation, \$100 per share, plus an amount equal to the dividends accrued and unpaid thereon, whether or not earned or declared.

Consolidation or Merger: The Certificate of Incorporation provides that, without the consent of the holders of a majority of all outstanding shares of the Cumulative Preferred Stock, Con Edison of New York shall not be a party to any consolidation or merger, except a consolidation or merger as a result of which (i) none of the rights or preferences of the Cumulative Preferred Stock will be adversely affected, and (ii) the corporation resulting from such consolidation or merger will have outstanding, after such consolidation or merger, no securities ranking prior to or equal to the Cumulative Preferred Stock other than securities in no greater amount and having no greater priorities, preferences or rights than the securities of Con Edison of New York outstanding immediately preceding such consolidation or merger.

Other Provisions: All shares of Cumulative Preferred Stock, when issued, will be fully paid and non-assessable.

The holders of the Cumulative Preferred Stock will have no preemptive rights or subscription rights.

PLAN OF DISTRIBUTION

We may offer the securities (a) through agents; (b) through underwriters or dealers; (c) directly to one or more purchasers; or (d) through a combination of any of these or other methods of sale. We will identify the specific plan of distribution in a prospectus supplement including: (1) the identity of any underwriters, dealers, agents or direct purchasers and the amount of the securities underwritten or purchased by them and their compensation; (2) the initial offering price of the securities and the proceeds that we will receive from the sale of the securities; and (3) any securities exchange on which the securities will be listed.

It is anticipated that any underwriting agreement pertaining to any securities will (1) entitle the underwriters to indemnification by Con Edison of New York against certain civil liabilities under the Securities Act of 1933, as amended, or to contribution for payments the underwriters may be required to make in respect thereof, (2) provide that the obligations of the underwriters will be subject to certain conditions precedent, and (3) provide that the underwriters generally will be obligated to purchase all such securities if any are purchased. The underwriters or affiliated companies may engage in transactions with, or perform services for, Con Edison of New York and its affiliates in the ordinary course of business.

In connection with an offering made hereby, any underwriter may purchase and sell the securities in the open market. These transactions may include over-allotment and stabilizing transactions and purchases to cover short positions created by the underwriters in connection with an offering. Stabilizing transactions consist of certain bids or purchases for the purpose of preventing or delaying a decline in the market price of the securities, and short positions created by the underwriters involve the sale by the underwriters of more securities than they are required to purchase from Con Edison of New York. The underwriters also may impose a penalty bid, whereby selling concessions allowed to broker-dealers in respect of the securities sold in the offering may be reclaimed by the underwriters if such securities are repurchased by the underwriters in stabilizing or covering transactions. These activities may stabilize, maintain or otherwise affect the market price of the securities, which may be higher than the price that might otherwise prevail in the open market; and these activities, if commenced, may be discontinued at any time. These transactions may be effected in the over-the-counter market or otherwise.

The anticipated date of delivery of the securities will be as set forth in the prospectus supplement relating to the offering of the securities.

LEGAL MATTERS

Unless otherwise set forth in a prospectus supplement, the validity of the securities and certain other related legal matters will be passed upon for Con Edison of New York by Elizabeth D. Moore, Esq., Senior Vice President and General Counsel. Certain legal matters in connection with the securities will be passed upon for any underwriters by Hunton & Williams LLP, 200 Park Avenue, New York, New York 10166. Hunton & Williams LLP from time to time has performed and may perform legal services for Con Edison of New York or its affiliates.

EXPERTS

The financial statements and management's assessment of the effectiveness of internal control over financial reporting (which is included in the Report of Management on Internal Control over Financial Reporting) incorporated in this prospectus by reference to the Annual Report on Form 10-K for the year ended December 31, 2014 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

PART II**INFORMATION NOT REQUIRED IN PROSPECTUS****Item 14. Other Expenses of Issuance and Distribution.**

The following table sets forth the costs and expenses (other than underwriting compensation) payable by Registrant in connection with the sale of the securities being registered hereby. All amounts are estimates except the registration fee.

	Amounts to be Paid
Securities and Exchange Commission registration fee	\$ *
Legal fees and expenses	**
Blue Sky fees and expenses	**
Printing	**
Trustee and/or transfer agent and Registrar fees and expenses	**
Rating agency fees	**
Stock exchange listing fees	**
Accounting fees and expenses	**
Miscellaneous	**
TOTAL	\$ **

* To be deferred pursuant to Rule 456(b) and calculated in connection with an offering of securities under this Registration Statement pursuant to Rule 457(r) under the Securities Act of 1933, as amended.

** Estimated expenses not presently known. Each prospectus supplement will include an estimate of the aggregate expenses for the related offering.

Item 15. Indemnification of Trustees and Officers.

Reference is made to sections 721 to 725 of the Business Corporation Law of the State of New York ("BCL") which provide for indemnification of our Trustees and officers, subject to certain limitations, for liabilities and expenses in connection with actions or proceedings involving them in such capacity. In addition, pursuant to Section 15 of the By-Laws of Registrant, Registrant shall indemnify, to the extent not prohibited by any law, any person made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, including an investigative, administrative or legislative proceeding (and including an action by or in the right of Registrant), by reason of the fact that he is or was a Trustee or officer of Registrant against any and all judgments, fines, amounts paid in settlement, and expenses, including attorneys' fees, actually and reasonably incurred with respect to such action or proceeding or related appeal. Section 15 further provides that no indemnification shall be made to or on behalf of a Trustee or officer if a judgment or other final adjudication adverse to the Trustee or officer establishes that his acts were committed in bad faith or were the results of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the "Act"), may be permitted to Trustees, officers and controlling persons of Registrant pursuant to the foregoing provisions, or otherwise, Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by Registrant of expenses incurred or paid by a Trustee, officer or controlling person of Registrant in the successful defense of any action, suit or proceeding) is asserted by such Trustee, officer or controlling person in connection with the securities being registered, Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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As permitted by Section 402 of the BCL, Article 10 of the Certificate of Incorporation of Registrant provides that:

“A Trustee of the Company shall not be liable to the Company or any of its stockholders for damages for any breach of duty in such capacity, except to the extent elimination or limitation of liability is not permitted by applicable law. Any repeal or modification of this Article shall not adversely affect any right, immunity or protection of a Trustee of the Company existing or provided hereunder with respect to any act or omission occurring prior to the repeal or modification.”

As permitted by Section 726 of the BCL, Registrant has insurance (a) to indemnify Registrant for obligations it incurs for indemnification of its Trustees and officers, and (b) to indemnify Trustees and officers of Registrant for losses, costs and expenses incurred by them in actions brought against them in connection with their acts as Trustees or officers for which they are not indemnified by Registrant. No insurance payment will be made to any Trustee or officer if a judgment or other final adjudication adverse to the Trustee or officer establishes that his acts of active and deliberate dishonesty were material to the cause of action so adjudicated, or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled, or in relation to any risk the insurance of which is prohibited under the insurance law of the State of New York. Registrant has also purchased insurance coverage insuring the Trustees and officers of Registrant against certain liabilities that could arise in connection with administration of Registrant’s employee benefit plans.

Section 7 of Registrant’s Underwriting Agreement Basic Provisions, dated August 2, 2012 (Exhibit 1.2 to this Registration Statement) provides for indemnification of the Registrant’s Trustees and officers who signed the Registration Statement by the underwriters against certain liabilities which might arise under the Act or otherwise from certain written information furnished to Registrant by or on behalf of the underwriters.

Item 16. List of Exhibits.

See “Index to Exhibits” on page II-5 hereof.

Item 17. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) to file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement: (i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933; (ii) to reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement; and (iii) to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement; provided, however, that paragraphs (a)(1)(i), (ii) and (iii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the Registration Statement;

(2) that, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof;

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(3) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering;

(4) that, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(A) each prospectus filed by the Registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(B) each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii) or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; and

(5) that, for the purpose of determining liability of the Registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities: the undersigned Registrant undertakes that in a primary offering of securities of the undersigned Registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned Registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) any preliminary prospectus or prospectus of the undersigned Registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned Registrant or used or referred to by the undersigned Registrant;

(iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned Registrant or their securities provided by or on behalf of the undersigned Registrant; and

(iv) any other communication that is an offer in the offering made by the undersigned Registrant to the purchaser.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(h) See the second paragraph of Item 15.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York and State of New York on the 6th day of August, 2015.

Consolidated Edison Company of New York, Inc.

By: /s/ Robert Høglund
Robert Høglund
Senior Vice President and
Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>
John McAvoy*	Chairman of the Board of Trustees and Chief Executive Officer and Trustee (Principal Executive Officer)
Robert Høglund*	Senior Vice President and Chief Financial Officer (Principal Financial Officer)
Robert Muccilo*	Vice President and Controller (Principal Accounting Officer)
Vincent A. Calarco*	Trustee
George Campbell, Jr.*	Trustee
Michael J. DelGiudice*	Trustee
Ellen V. Futter*	Trustee
John F. Killian*	Trustee
Armando J. Olivera*	Trustee
Michael W. Ranger*	Trustee
Linda S. Sanford*	Trustee
<u>L. Frederick Sutherland*</u>	Trustee

* Robert Høglund, pursuant to Powers of Attorney (executed by each of the officers and Trustees listed above, and filed as Exhibit 24 hereto), by signing his name hereto does hereby sign and execute this Registration Statement on behalf of each of the officers and Trustees named above and indicated as signing above in the capacities in which the name of each appears above.

August 6, 2015

/s/ Robert Høglund
Robert Høglund
Senior Vice President and
Chief Financial Officer

INDEX TO EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
1.1	- Form of Underwriting Agreement. (Incorporated by reference to Exhibit 1.1 to Registration Statement No. 333-183035.)
1.2	- Underwriting Agreement Basic Provisions, dated August 2, 2012. (Incorporated by reference to Exhibit 1.2 to Registration Statement No. 333-183035.)
4.1	- Indenture, dated as of December 1, 1990, between Consolidated Edison Company of New York, Inc. (“Con Edison of New York”) and The Bank of New York Mellon (formerly known as The Bank of New York (successor as trustee to 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. (Incorporated by reference to Exhibit 4(h) to Con Edison of New York’s Annual Report on Form 10-K for the year ended December 31, 1990—Commission File No. 1-1217.)
4.2	- First Supplemental Indenture, dated as of March 6, 1996, between Con Edison of New York and The Bank of New York Mellon (formerly known as The Bank of New York (successor as trustee to 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. (Incorporated by reference to Exhibit 4.13 to Con Edison of New York’s Annual Report on Form 10-K for the year ended December 31, 1995—Commission File No. 1-1217.)
4.3	- Second Supplemental Indenture, dated as of June 23, 2005, between Con Edison of New York and The Bank of New York Mellon (formerly known as The Bank of New York (successor as trustee to 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. (Incorporated by reference to Exhibit 4.1 to Con Edison of New York’s Current Report on Form 8-K, dated November 16, 2005 - Commission File No. 1-1217.)
4.4	- Restated Certificate of Incorporation of Con Edison of New York filed with the Department of State of the State of New York on December 31, 1984 (Designated in the Annual Report on Form 10-K of Con Edison of New York for the year ended December 31, 1989 (File No. 1-1217) as Exhibit 3(a))
4.5	- The following certificates of amendment of Restated Certificate of Incorporation of Con Edison of New York filed with the Department of State of the State of New York, which are designated as follows:

**Securities Exchange Act
File No. 1-1217**

Date Filed with Department of State	Form	Date	Exhibit
5/16/88	10-K	12/31/89	3(b)
6/2/89	10-K	12/31/89	3(c)
4/28/92	8-K	4/24/92	4(d)
8/21/92	8-K	8/20/92	4(e)
2/18/98	10-K	12/31/97	3.1.2.3

5	- Opinion and consent of Elizabeth D. Moore, Esq., Senior Vice President and General Counsel.
12.1	- Statement of computation of ratio of earnings to fixed charges for each of the years 2010-2014. (Incorporated by reference to Exhibit 12.2 to Con Edison of New York’s Annual Report on Form 10-K for the year ended December 31, 2014—Commission File No. 1-1217.)

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- 12.2 - Statement of computation of ratio of earnings to fixed charges for the six-month periods ended June 30, 2015 and 2014. (Incorporated by reference to Exhibit 12.2 to Con Edison of New York's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2015— Commission File No. 1-1217.)
- 12.3 - Statement of computation of ratio of earnings to combined fixed charges and preferred stock dividends for each of the years 2010-2014 and six-month periods ended June 30, 2015 and 2014.
- 23.1 - Consent of PricewaterhouseCoopers LLP.
- 23.2 - Consent of Elizabeth D. Moore, Esq., Senior Vice President and General Counsel (included as part of Exhibit 5).
- 24 - Powers of Attorney.
- 25 - Form T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of The Bank of New York Mellon, as Trustee.

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

August 6, 2015

Re: Securities Being Registered under the Securities Act of 1933

Ladies and Gentlemen:

I am the Senior Vice President and General Counsel of 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 filing with the Securities and Exchange Commission of a Registration Statement on Form S-3 registering unsecured debt securities and Cumulative Preferred Stock (\$100 Par Value) of Con Edison of New York (the "Securities") for issuance from time to time pursuant to Rule 415 under the Securities Act of 1933, as amended (the "Registration Statement").

We have examined such documents as we have deemed necessary for the purpose of this opinion, including (a) the Restated Certificate of Incorporation and the By-Laws of Con Edison of New York; (b) the Indenture, First Supplemental Indenture and Second Supplemental Indenture (referred to herein collectively as the "Indenture"), included as Exhibits 4.1, 4.2 and 4.3, respectively, to the Registration Statement, pursuant to which Securities that are debt securities are to be issued; and (c) minutes of meetings of the Board of Trustees of Con Edison of New York.

It is my opinion that the Securities, if issued as debt securities, will become the legal, valid and binding obligations of Con Edison of New York in accordance with their terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles, and, if issued as Cumulative Preferred Stock (\$100 Par Value), will be legally issued, fully paid and non-assessable, upon:

1. the issuance of an order by the Public Service Commission of the State of New York authorizing Con Edison of New York to issue the Securities and the compliance therewith by Con Edison of New York;
2. the due authorization of the Securities and the execution and delivery of the Securities by Con Edison of New York;
3. if the Securities are debt securities, the due authentication and delivery of the Securities in accordance with the Indenture; and
4. the receipt by Con Edison of New York of payment for the Securities at the price (which, if Cumulative Preferred Stock (\$100 Par Value), shall be not less than par value) and in accordance with the terms set forth in the Registration Statement, which will have become and remain effective, and the supplement or supplements to the prospectus constituting a part thereof.

I am a member of the Bar of the State of New York and I do not express any opinion herein concerning any law other than the law of the State of New York and the federal laws of the United States.

I consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to me under the caption "Legal Matters" in the prospectus constituting a part of the Registration Statement. 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/ Elizabeth D. Moore

Elizabeth D. Moore

Consolidated Edison Company of New York, Inc.
Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends
(Millions of Dollars)

	For the Six Months Ended		For the Years Ended December 31,				
	June 30, 2015	June 30, 2014	2014	2013	2012	2011	2010
Earnings							
Net income for common stock	\$ 559	\$ 506	\$1,058	\$1,020	\$1,014	\$ 978	\$ 893
Preferred stock dividend requirement of the company	—	—	—	—	3	11	11
(Income) or loss from equity investees	—	—	—	—	—	—	2
Minority interest loss	—	—	—	—	—	—	—
Income tax	293	262	555	520	529	558	495
Pre-tax income	<u>\$ 852</u>	<u>\$ 768</u>	<u>\$1,613</u>	<u>\$1,540</u>	<u>\$1,546</u>	<u>\$1,547</u>	<u>\$1,401</u>
Add: Fixed charges*	312	286	580	564	573	561	578
Add: Distributed income of equity investees	—	—	—	—	—	—	—
Subtract: Interest capitalized	—	—	—	—	—	—	—
Subtract: Pre-tax preferred stock dividend requirement of consolidated subsidiaries	—	—	—	—	—	—	—
Earnings	<u>\$ 1,164</u>	<u>\$ 1,054</u>	<u>\$2,193</u>	<u>\$2,104</u>	<u>\$2,119</u>	<u>\$2,108</u>	<u>\$1,979</u>
Combined fixed charges and preferred stock dividends							
Interest on long-term debt	275	251	510	496	508	505	520
Amortization of debt discount, premium and expense	7	7	13	15	17	18	17
Interest capitalized	—	—	—	—	—	—	—
Other interest	9	7	15	11	22	16	19
Interest component of rentals	21	21	42	42	26	22	22
Pre-tax preferred stock dividend requirement of consolidated subsidiaries	—	—	—	—	—	—	—
* Fixed charges	<u>\$ 312</u>	<u>\$ 286</u>	<u>\$ 580</u>	<u>\$ 564</u>	<u>\$ 573</u>	<u>\$ 561</u>	<u>\$ 578</u>
Pre-tax preferred stock dividend requirement of the company	—	—	—	—	5	19	19
Combined fixed charges and preferred stock dividends	<u>\$ 312</u>	<u>\$ 286</u>	<u>\$ 580</u>	<u>\$ 564</u>	<u>\$ 578</u>	<u>\$ 580</u>	<u>\$ 597</u>
Ratio of earnings to combined fixed charges and preferred stock dividends	3.7	3.7	3.8	3.7	3.7	3.6	3.3

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of our report dated February 19, 2015, relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in Consolidated Edison Company of New York, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2014. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
New York, New York
August 6, 2015

POWER OF ATTORNEY

The undersigned hereby constitutes and appoints Robert Høglund, Robert Muccilo, Scott Sanders and Elizabeth D. Moore, and each of them (with full power to act without the others), the true and lawful attorneys-in-fact and agents for and on behalf of the undersigned, and in the undersigned's name, place and stead, in the undersigned's capacity as Director, Trustee and/ or officer, as the case may be, of Consolidated Edison, Inc. ("Con Edison") and Consolidated Edison Company of New York, Inc. ("Con Edison of New York") to sign one or more registration statements and any amendments thereto to be filed by Con Edison or Con Edison of New York with the Securities and Exchange Commission to register under the Securities Act of 1933 Common Shares (\$0.10 par value) and debt securities of Con Edison and preferred stock and debt securities of Con Edison of New York.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 14th day of July, 2015.

/s/ John McAvoy

John McAvoy

POWER OF ATTORNEY

The undersigned hereby constitutes and appoints Robert Hoglund, Robert Muccilo, Scott Sanders and Elizabeth D. Moore, and each of them (with full power to act without the others), the true and lawful attorneys-in-fact and agents for and on behalf of the undersigned, and in the undersigned's name, place and stead, in the undersigned's capacity as Director, Trustee and/ or officer, as the case may be, of Consolidated Edison, Inc. ("Con Edison") and Consolidated Edison Company of New York, Inc. ("Con Edison of New York") to sign one or more registration statements and any amendments thereto to be filed by Con Edison or Con Edison of New York with the Securities and Exchange Commission to register under the Securities Act of 1933 Common Shares (\$0.10 par value) and debt securities of Con Edison and preferred stock and debt securities of Con Edison of New York.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 17th day of July, 2015.

/s/ Robert Hoglund
Robert Hoglund

POWER OF ATTORNEY

The undersigned hereby constitutes and appoints Robert Hoglund, Robert Muccilo, Scott Sanders and Elizabeth D. Moore, and each of them (with full power to act without the others), the true and lawful attorneys-in-fact and agents for and on behalf of the undersigned, and in the undersigned's name, place and stead, in the undersigned's capacity as Director, Trustee and/ or officer, as the case may be, of Consolidated Edison, Inc. ("Con Edison") and Consolidated Edison Company of New York, Inc. ("Con Edison of New York") to sign one or more registration statements and any amendments thereto to be filed by Con Edison or Con Edison of New York with the Securities and Exchange Commission to register under the Securities Act of 1933 Common Shares (\$0.10 par value) and debt securities of Con Edison and preferred stock and debt securities of Con Edison of New York.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 17th day of July, 2015.

/s/ Robert Muccilo

Robert Muccilo

POWER OF ATTORNEY

The undersigned hereby constitutes and appoints Robert Hoglund, Robert Muccilo, Scott Sanders and Elizabeth D. Moore, and each of them (with full power to act without the others), the true and lawful attorneys-in-fact and agents for and on behalf of the undersigned, and in the undersigned's name, place and stead, in the undersigned's capacity as Director, Trustee and/ or officer, as the case may be, of Consolidated Edison, Inc. ("Con Edison") and Consolidated Edison Company of New York, Inc. ("Con Edison of New York") to sign one or more registration statements and any amendments thereto to be filed by Con Edison or Con Edison of New York with the Securities and Exchange Commission to register under the Securities Act of 1933 Common Shares (\$0.10 par value) and debt securities of Con Edison and preferred stock and debt securities of Con Edison of New York.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 14th day of July, 2015.

/s/ Vincent A. Calarco

Vincent A. Calarco

POWER OF ATTORNEY

The undersigned hereby constitutes and appoints Robert Hoglund, Robert Muccilo, Scott Sanders and Elizabeth D. Moore, and each of them (with full power to act without the others), the true and lawful attorneys-in-fact and agents for and on behalf of the undersigned, and in the undersigned's name, place and stead, in the undersigned's capacity as Director, Trustee and/ or officer, as the case may be, of Consolidated Edison, Inc. ("Con Edison") and Consolidated Edison Company of New York, Inc. ("Con Edison of New York") to sign one or more registration statements and any amendments thereto to be filed by Con Edison or Con Edison of New York with the Securities and Exchange Commission to register under the Securities Act of 1933 Common Shares (\$0.10 par value) and debt securities of Con Edison and preferred stock and debt securities of Con Edison of New York.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 14th day of July, 2015.

/s/ George Campbell, Jr
George Campbell, Jr.

POWER OF ATTORNEY

The undersigned hereby constitutes and appoints Robert Hoglund, Robert Muccilo, Scott Sanders and Elizabeth D. Moore, and each of them (with full power to act without the others), the true and lawful attorneys-in-fact and agents for and on behalf of the undersigned, and in the undersigned's name, place and stead, in the undersigned's capacity as Director, Trustee and/ or officer, as the case may be, of Consolidated Edison, Inc. ("Con Edison") and Consolidated Edison Company of New York, Inc. ("Con Edison of New York") to sign one or more registration statements and any amendments thereto to be filed by Con Edison or Con Edison of New York with the Securities and Exchange Commission to register under the Securities Act of 1933 Common Shares (\$0.10 par value) and debt securities of Con Edison and preferred stock and debt securities of Con Edison of New York.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 14th day of July, 2015.

/s/ Armando J. Olivera

Armando J. Olivera

POWER OF ATTORNEY

The undersigned hereby constitutes and appoints Robert Hoglund, Robert Muccilo, Scott Sanders and Elizabeth D. Moore, and each of them (with full power to act without the others), the true and lawful attorneys-in-fact and agents for and on behalf of the undersigned, and in the undersigned's name, place and stead, in the undersigned's capacity as Director, Trustee and/ or officer, as the case may be, of Consolidated Edison, Inc. ("Con Edison") and Consolidated Edison Company of New York, Inc. ("Con Edison of New York") to sign one or more registration statements and any amendments thereto to be filed by Con Edison or Con Edison of New York with the Securities and Exchange Commission to register under the Securities Act of 1933 Common Shares (\$0.10 par value) and debt securities of Con Edison and preferred stock and debt securities of Con Edison of New York.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 14th day of July, 2015.

/s/ Michael J. DelGiudice

Michael J. DelGiudice

POWER OF ATTORNEY

The undersigned hereby constitutes and appoints Robert Hoglund, Robert Muccilo, Scott Sanders and Elizabeth D. Moore, and each of them (with full power to act without the others), the true and lawful attorneys-in-fact and agents for and on behalf of the undersigned, and in the undersigned's name, place and stead, in the undersigned's capacity as Director, Trustee and/ or officer, as the case may be, of Consolidated Edison, Inc. ("Con Edison") and Consolidated Edison Company of New York, Inc. ("Con Edison of New York") to sign one or more registration statements and any amendments thereto to be filed by Con Edison or Con Edison of New York with the Securities and Exchange Commission to register under the Securities Act of 1933 Common Shares (\$0.10 par value) and debt securities of Con Edison and preferred stock and debt securities of Con Edison of New York.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 15th day of July, 2015.

/s/ Ellen V. Futter

Ellen V. Futter

POWER OF ATTORNEY

The undersigned hereby constitutes and appoints Robert Hoglund, Robert Muccilo, Scott Sanders and Elizabeth D. Moore, and each of them (with full power to act without the others), the true and lawful attorneys-in-fact and agents for and on behalf of the undersigned, and in the undersigned's name, place and stead, in the undersigned's capacity as Director, Trustee and/ or officer, as the case may be, of Consolidated Edison, Inc. ("Con Edison") and Consolidated Edison Company of New York, Inc. ("Con Edison of New York") to sign one or more registration statements and any amendments thereto to be filed by Con Edison or Con Edison of New York with the Securities and Exchange Commission to register under the Securities Act of 1933 Common Shares (\$0.10 par value) and debt securities of Con Edison and preferred stock and debt securities of Con Edison of New York.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 13th day of July, 2015.

/s/ Linda S. Sanford

Linda S. Sanford

POWER OF ATTORNEY

The undersigned hereby constitutes and appoints Robert Hoglund, Robert Muccilo, Scott Sanders and Elizabeth D. Moore, and each of them (with full power to act without the others), the true and lawful attorneys-in-fact and agents for and on behalf of the undersigned, and in the undersigned's name, place and stead, in the undersigned's capacity as Director, Trustee and/ or officer, as the case may be, of Consolidated Edison, Inc. ("Con Edison") and Consolidated Edison Company of New York, Inc. ("Con Edison of New York") to sign one or more registration statements and any amendments thereto to be filed by Con Edison or Con Edison of New York with the Securities and Exchange Commission to register under the Securities Act of 1933 Common Shares (\$0.10 par value) and debt securities of Con Edison and preferred stock and debt securities of Con Edison of New York.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 10th day of July, 2015.

/s/ John F. Killian

John F. Killian

POWER OF ATTORNEY

The undersigned hereby constitutes and appoints Robert Hoglund, Robert Muccilo, Scott Sanders and Elizabeth D. Moore, and each of them (with full power to act without the others), the true and lawful attorneys-in-fact and agents for and on behalf of the undersigned, and in the undersigned's name, place and stead, in the undersigned's capacity as Director, Trustee and/ or officer, as the case may be, of Consolidated Edison, Inc. ("Con Edison") and Consolidated Edison Company of New York, Inc. ("Con Edison of New York") to sign one or more registration statements and any amendments thereto to be filed by Con Edison or Con Edison of New York with the Securities and Exchange Commission to register under the Securities Act of 1933 Common Shares (\$0.10 par value) and debt securities of Con Edison and preferred stock and debt securities of Con Edison of New York.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 14th day of July, 2015.

/s/ Michael W. Ranger

Michael W. Ranger

POWER OF ATTORNEY

The undersigned hereby constitutes and appoints Robert Hoglund, Robert Muccilo, Scott Sanders and Elizabeth D. Moore, and each of them (with full power to act without the others), the true and lawful attorneys-in-fact and agents for and on behalf of the undersigned, and in the undersigned's name, place and stead, in the undersigned's capacity as Director, Trustee and/ or officer, as the case may be, of Consolidated Edison, Inc. ("Con Edison") and Consolidated Edison Company of New York, Inc. ("Con Edison of New York") to sign one or more registration statements and any amendments thereto to be filed by Con Edison or Con Edison of New York with the Securities and Exchange Commission to register under the Securities Act of 1933 Common Shares (\$0.10 par value) and debt securities of Con Edison and preferred stock and debt securities of Con Edison of New York.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 13th day of July, 2015.

/s/ L. Frederick Sutherland

L. Frederick Sutherland

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE**

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON

(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank)

13-5160382
(I.R.S. Employer
Identification No.)

One Wall Street
New York, New York
(Address of principal executive offices)

10286
(Zip code)

Legal Department
The Bank of New York Mellon
One Wall Street, 15th Floor
New York, NY 10286
(212) 635-1270
(Name, address and telephone number of agent for service)

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

New York
(State or other jurisdiction of
incorporation or organization)

13-5009340
(I.R.S. Employer
Identification No.)

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

10003
(Zip code)

Debt Securities
(Title of the indenture securities)

Item 1. General Information.

Furnish the following information as to the Trustee:

- (a) Name and address of each examining or supervising authority to which it is subject.

Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417 and Albany, N.Y. 12203
Federal Reserve Bank of New York	33 Liberty Plaza, New York, N.Y. 10045
Federal Deposit Insurance Corporation	550 17th Street, N.W., Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

- (b) Whether it is authorized to exercise corporate trust powers.

Yes.

Item 2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

Item 16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. - A copy of the Organization Certificate of The Bank of New York Mellon (formerly The Bank of New York (formerly Irving Trust Company)) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed as Exhibit 25.1 to Current Report on Form 8-K of Nevada Power Company, Date of Report (Date of Earliest Event Reported) July 25, 2008 (File No. 000-52378).)
4. - A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 with Registration Statement No. 333-155238.)
6. - The consent of the Trustee required by Section 321(b) of the Act. (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152856.)
7. - A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York, and State of New York, on the 3rd day of August, 2015.

THE BANK OF NEW YORK MELLON

By: /s/ Laurence J. O'Brien

Name: Laurence J. O'Brien

Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLONof One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business March 31, 2015, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

Dollar amounts in thousands

ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	6,613,000
Interest-bearing balances	100,335,000
Securities:	
Held-to-maturity securities	40,489,000
Available-for-sale securities	84,634,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	286,000
Securities purchased under agreements to resell	17,419,000
Loans and lease financing receivables:	
Loans and leases held for sale	140,000
Loans and leases, net of unearned income	37,058,000
LESS: Allowance for loan and lease losses	167,000
Loans and leases, net of unearned income and allowance	36,891,000
Trading assets	6,999,000
Premises and fixed assets (including capitalized leases)	1,060,000
Other real estate owned	4,000
Investments in unconsolidated subsidiaries and associated companies	529,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,312,000
Other intangible assets	1,124,000
Other assets	13,864,000
Total assets	316,699,000

LIABILITIES	
Deposits:	
In domestic offices	145,060,000
Noninterest-bearing	95,182,000
Interest-bearing	49,878,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	127,760,000
Noninterest-bearing	16,001,000
Interest-bearing	111,759,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	1,188,000
Securities sold under agreements to repurchase	129,000
Trading liabilities	6,658,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	5,934,000
Not applicable	
Not applicable	
Subordinated notes and debentures	765,000
Other liabilities	8,262,000
Total liabilities	<u>295,756,000</u>
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	10,155,000
Retained earnings	10,713,000
Accumulated other comprehensive income	-1,410,000
Other equity capital components	0
Total bank equity capital	20,593,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>20,943,000</u>
Total liabilities and equity capital	<u>316,699,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
Michael J. Kowalski

]

Directors